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Contents.

Cases Reported this Week.

CURRENT TOPICS.

IN THE COURT of Appeal the Chancery final appeals have been taken in Court of Appeal No. 2 with the assistance of the Lord Chancellor, sitting with Lords Justices A. L. SMITH and RIGBY, on two days this week, and subsequently with the assistance of Lord HERSCHELL.

THE TRANSFER of 115 witness actions to Mr. Justice ROMER was signed on the 4th instant, and we give elsewhere, in addition to a copy of the order, a list of the same actions as they appear in the Cause book in the order in which they are to be heard. It is announced that the hearing of these actions will be commenced as soon as Mr. Justice ROMER's present list is exhausted, and it is estimated that very few of the cases in the present list will be undisposed of by the end of next week.

IN CONNECTION with the filing of original orders in the Chancery Division, complaints are loud on the subject of an inconvenience which is experienced in the middle of the day. When an order has to be altered—a circumstance which is not infrequent—the original order must be conveyed from the entering seat to the registrar concerned in order that the alteration may take place. For the purpose of the transmission of the order, there is a messenger provided who carries the order and waits while the registrar makes the alteration. At a certain time in the business part of the day, the messenger has an hour "off," and the man who relieves him "cannot leave his post," so that for an hour or an hour and a-half in the busiest part of the day, there is an obstruction by reason of the absence of the messenger. Representations to the authorities on this subject have not hitherto caused the obvious remedy to be provided—viz., that there should always be a messenger available.

IN THE CASE of *Re Mason's Orphanage and London and North-Western Railway Co.*, decided by Mr. Justice STIRLING last week, the sanction of judicial authority was given to an interpretation of section 29 of the Charitable Trusts Act, 1853, which we believe has now for some years been adopted and insisted on by the Charity Commissioners. That section provides that "it shall not be lawful for the trustees or persons acting in the administration of any charity to make or grant, otherwise than with the express authority of Parliament, under any Act already passed, or which may hereafter be passed, or

of a court or judge of competent jurisdiction, *or according to a scheme legally established*, or with the approval of the [Charity Commissioners], any sale, mortgage, or charge of the charity estate," or any lease of the description therein mentioned. According to the view taken by some practitioners, a foundation deed containing power to the trustees to sell or mortgage the charity estate is "a scheme legally established" within this section, and we imagine that a good many transactions of sale and mortgage of charity property have been carried through without the approval of the Charity Commissioners being obtained. It has always appeared to us, however, that the word "scheme" is used in section 29 in the technical sense of a scheme made by the court or the Charity Commissioners for the administration of a charity. The word in that sense not only occurs in the Charitable Trusts Act, 1853, but is to be found in section 39 of the very Act in which the above-cited provision occurs. But the construction does not rest solely on the word "scheme"; the scheme is required to be "legally established"—words which indicate the intervention of some authority. Mr. Justice STIRLING in the recent case held, on the construction of section 29, that the words "scheme legally established" do not include the instrument by which the charity was founded; and he went on to state his opinion that it was the intention of the Legislature to subject all sales and mortgages of charity property, and the leases of charity property referred to in the section, to the preliminary approval of Parliament, or the court, or the Charity Commissioners.

WE ARE by no means so sure as the learned judge was on this latter point. We have some reason to surmise that the Charity Commissioners themselves (to whose initiative the enactment of the section is presumably due) did not for some years entertain a clear opinion that they had power to interfere where the foundation deed of a charity expressly authorised a sale. And although the decision of the learned judge is in our opinion correct, experience has shewn that in some cases the effect of the intervention of the Charity Commissioners is disastrous in actually preventing the establishment of charities. The commissioners, like most other Government officers, are apt to make and act upon cast-iron rules, which are not to be modified, however necessary or desirable such modification may appear to be under the circumstances of any case. One of these rules (which prevails, at all events, within the portion of England which lies within the jurisdiction of one of the commissioners) is that all mortgages of charity property are to be sternly discouraged. Here is a case which we believe is nowadays of by no means unusual occurrence. A landowner offers to give a site for a school or other charitable undertaking for which there is urgent need in the parish. The whole of the money for the erection of the buildings cannot be got together at once, and it is proposed that the land, and the buildings when erected, shall be mortgaged for the sum required. But when the matter is put into the hands of solicitors to prepare a conveyance of the site, they are obliged to inform the committee that if the trust deed is once executed, the trustees will be unable to mortgage without the consent of the Charity Commissioners, and that such consent, if given at all, is always burdened with very onerous conditions. The committee decline to proceed with the matter. There is, possibly, a way out of the difficulty by first mortgaging the property and then settling only the equity of redemption on the mortgage to charitable uses, but no one can say positively whether this would be effectual; it might be held that, although no trust deed had been executed, yet at the date of the mortgage the property was, in fact, held for charitable purposes.

IN COMMENTING, very recently, on *Re London and General Bank* (43 W. R. 481; 1895, 2 Ch. 166), where it was held by the Court of Appeal that auditors of a joint stock banking company appointed under the articles of a company and section 7 of the Companies Act, 1879, are "officers of the company" within section 10 of the Companies (Winding-up) Act, 1890, we remarked that "probably the same ruling applies to auditors of all companies, unless they are casually—*i.e.*, *pro hoc vice*—appointed, and whether they are so appointed depends on the special circumstances of each case." This was laid down by Mr. Justice VAUGHAN WILLIAMS, in the case of *Re Kingston Cotton Mill Co.*, (*Limited*) on Saturday last. He pointed out that in the case before him the auditor was not a casual person appointed for that particular turn. He had to perform duties without the performance of which the company could not go on. Not only had he to make a report, without which dividends could not be paid or declared, but some of his duties had to be performed in conjunction with the directors. No doubt he was appointed to be a check on the directors, but he and they had to do acts without which the business could not be carried on. Under the articles the auditors had to examine the balance-sheet with the accounts and vouchers. They had free access to the books and accounts, and might, in relation to the accounts, examine the directors and other officers of the company. Having done that, the auditors had to make a report on the balance-sheet and accounts, and to state whether the former was a proper one shewing the true state of the company's affairs, and if they had called for explanations they had to state whether satisfactory explanations had been given; and this report had to be read at the ordinary meeting of shareholders. His lordship wished to say of auditors generally that those who had to perform such duties as these were officers of the company. And, dealing with the arguments of counsel for the auditor, the learned judge added that the auditors were called in to perform the duties of an office created by the articles of the company. They were paid by fees, but so were the directors. They were appointed only for a time, but so were the directors. Having regard to the articles of this company, these particular auditors were officers of the company. But he could not stop there. They were officers because they had to perform a duty the performance of which was required by the articles, a duty which they had to perform in conjunction with officers of the company, and a duty which, as appeared by the articles, would be mainly the basis on which the action of the shareholders, with reference to declaring dividends, rested.

THE PORTION of Mr. Justice VAUGHAN WILLIAMS' judgment, however, with which we are most concerned is the concluding paragraph, in which he is reported by the *Times* to have remarked: "Then it was said the auditors were not officers because a company's solicitors were not its officers. Solicitors were not, generally, officers, *but they might in certain cases have duties to perform, the possession of which made them officers.* The ordinary duties of solicitors were not, however, such duties as had to be performed by these auditors. The duties of solicitors were not provided for by the constitution of the company." It is of great importance to ascertain what are the duties referred to in the words given above in italics. We are at a loss to understand how a solicitor who confines himself to his functions as such could possibly be considered an officer of the company which employs him. The learned judge can hardly have had in his mind the observations of Lord Justice JAMES in *Saffron Walden Second Benefit Building Society* v. *Rayner* (14 Ch. D., at p. 409), where that eminent judge said: "I have had occasion several times to express my opinion about the fallacy of supposing that there is such a thing as the office of solicitor—that is to say, that a man has got a solicitor, not as a person whom he is employing to do some particular business for him, either conveyancing, scrivening, or conducting an action, but as an official solicitor. . . . *There is no such officer known to the law.*" And in the same case Lord Justice BRAMWELL said that "a solicitor does not stand in a permanent relation to his client as a chaplain does to a nobleman or body having a chaplain. A man is a solicitor for another only when that other has occasion to employ him as such. That employment may be either to conduct a suit or to advise him about some matter in which legal advice is required; but there is no such general relationship as that of solicitor and client of a standing and permanent character upon all occasions and for all purposes." We may add that, even where the articles of a company provided that "Mr. ——— shall be the solicitor of the company, and shall transact all the legal business of the company, including

parliamentary business, for the usual and accustomed fees and charges, and shall not be removed from his office unless for misconduct" (the solicitor not being a subscriber to the articles), it was held that the articles did not constitute a contract between the company and the solicitor, and that he could not sue the company for refusal to employ him (*Eley* v. *Positive Assurance Co.*, 1 Ex. D. 20; on app., 1 Ex. D. 88). It is curious to observe that Mr. Justice VAUGHAN WILLIAMS, towards the commencement of his judgment in the recent case, declined to express an opinion on one point expressly on the ground of "the effects sometimes produced by *obiter dicta*." He could hardly have remembered this when he went out of his way to suggest that solicitors might, in certain circumstances (not mentioned) be held to be "officers" of the company employing them.

A NOVEL POINT arising upon an Act of Parliament, which has been on the Statute book for twenty-five years, was decided by STIRLING, J., in *Re J. H. Jones* (44 W. R 10). The question was as to what was the proper tribunal for examining into the validity of an agreement made between a solicitor and his client under the Solicitors Act, 1870. The agreement related to the costs to be paid by the client to his solicitor for defending him on a criminal charge, first, before a stipendiary magistrate, and, secondly, upon his trial at quarter sessions. The client was acquitted before the quarter sessions, and he then applied in the Chancery Division, under sections 8 & 9 of the Act of 1870, to have the solicitor's bill delivered and taxed. The contention raised on the part of the solicitor was that the proper tribunal to entertain the application was the court in which the business was done (in this case the stipendiary magistrate in the court of quarter sessions or both) and that the High Court had no jurisdiction in the matter. This objection was founded upon the words of the Act, section 8 of which provides that an agreement of this nature shall not be sued upon, but that every question respecting its validity or effect may be examined and determined, and the agreement may be enforced or set aside on motion or petition "by the court in which the business or any part thereof was done or a judge thereof." The contention that no court but the court in which the business was done has power to act under section 8 (and therefore under section 9, which empower "the court or a judge" to direct taxation in cases where the agreement does not appear fair and reasonable) derives much force from the language of the section; and had it not been for the words "or a judge thereof," there is little doubt that this contention would have prevailed. But STIRLING, J., decided in favour of his own jurisdiction upon two grounds; First, he held that if the word "court" were taken to include quarter sessions, the word "judge" must be referable to every individual justice entitled to sit in that court, and that if that were so an application of this kind might be made to and dealt with by a single justice; this could not have been intended by the Act. Secondly, he thought as the words "court or a judge" first occur in a section (s. 4) which deals with business done in an action at law or at suit in equity, the courts and judges spoken of must be those who have power to deal with those matters, and that a like meaning must attach to the words where used throughout the Act. These arguments do not seem wholly satisfactory; it may well be that the Act means that the tribunal having jurisdiction is "the court" in which the business was done, or if that court is presided over by a single judge, then that judge. Upon this view, although the court of quarter sessions could entertain the application, a single justice could not; for it could not be said he presided over that court. However, few will regret that the Chancery Division has maintained its jurisdiction to deal with matters of this kind.

THE TRIAL of the Marquis DE NAYVE at Bourges this week for the alleged murder of his illegitimate stepson, HIPPOLYTE MENALDO, exhibited French criminal procedure in its usual—from the English point of view—unsatisfactory aspects. There were the old bickerings between judge and prisoner, the old latitude of interruption and comment allowed to witnesses, and the old theatrical atmosphere enveloping the entire scene. But the jury came to the right conclusion at the last. The case was not one in which "extenuating circumstances" could by any possibility have been found; and, suspicious as the case against the Marquis unquestionably was, the course of the evidence precluded the possibility of a verdict of guilty. It was possible that MENALDO had committed suicide. He had spoken of doing so repeatedly, and it was clear that, at the time when his stepfather removed him from the seminary of Pont de Beauvoison, his nervous system was highly strung. Morever, inexplicable as was the Marquis's conduct after he lost the boy, it was not more so than that of the Marquise, who took no action in the matter for nine years, and, only a year before she lodged her denunciation with the Public Prosecutor, emphatically proclaimed her belief in her husband's innocence.

AMONG THE manifold details relating to the marriage of the Duke of MARLBOROUGH which have been transmitted through the Atlantic telegraph is the information that the marriage settlements were duly executed on Tuesday last. This important act, it may be presumed, was invested with appropriate pomp and solemnity. The Duke, we are informed, "was accompanied by his solicitor, Mr. R. H. MILWARD [of Birmingham]; while Mr. W. K. VANDERBILT was also attended by his lawyers." But here, unfortunately, the account of the proceedings stops. There is no information given as to the particular ceremonial adopted upon the execution; whether, for instance, the magic words "I deliver this as my act and deed" were intoned by each of the parties or rendered by a choir. Nor are we told in what manner the settlements were engrossed. From facts which have come to our knowledge with regard to somewhat similar occasions in this country, it may be presumed that each settlement was engrossed bookwise and bound in white vellum, emblazoned with monograms and arms, and tied with dainty ribbons; but beyond this our imagination fails to go, and we fear we shall have to postpone any further statement until the arrival of the New York papers. One may be sure that the Yankee interviewer would not miss this solemn ceremony. Seriously, it would be interesting to know whether any solicitor has ever before gone so far from England to attest a marriage settlement.

IF FENIMORE COOPER were alive now, he might write a new local novel entitled, "The Case-finder." The trade or profession of case-finding has been called into existence by the multiplicity of decisions and reports in America, and possibly also by the highly scientific training of the American lawyer who, taught in the schools to rely on principle rather than precedent, may find himself badly equipped for an actual contest in a court where precedent—*i.e.*, the proper application of principle as shewn by examples worked out—is all powerful. Such a man will welcome the following advertisement in an American legal journal:—"A soft snap for the lazy lawyer, and a wonderful aid to the industrious. For 'pat' cases on any point (guaranteed) write Glover Legal Index Co., St. Louis. A 1 References."

THE ENGLISHMAN'S CASTLE.

IF the late Lord BOWEN had been in his old place in the Court of Appeal on Tuesday last, when the case of *Hodder* v. *Williams* was argued, he would have seen a striking exemplification of his own well-known *mot*: "*Obiter dicta*, like chickens, often come home to roost." In the case in question, the Sheriff of Dorset, in order to execute a writ of *fi. fa.*, had forced open the door of a building which formed no part of the dwelling-house of the execution debtor, but which was used by him as a workshop and a place for storing his goods. The debtor brought an action against the sheriff claiming damages for trespass, and the question for the determination of the Court of Appeal was whether or not the sheriff was within his rights in breaking into the building.

Now, there can be no question that for over two hundred years it has been assumed that the maxim that a man's house is his castle only extends to his dwelling-house, and that, for the

purpose of levying an execution, a sheriff's officer is entitled to break into a detached building which is not within the curtilage of the dwelling-house. The authority upon which it has generally been assumed that the rights of the sheriff are based in a case of this sort is the old case of *Penton* v. *Browne*, decided in the reign of Charles II., which is reported in 1 Sid. 186, and more fully in 1 Keble, 698. If this case is examined carefully, it must be admitted that it is not altogether a satisfactory authority for the proposition which has remained uncontested for near two centuries—viz., that a sheriff, for the purpose of levying an execution, may break into any barn, shop, or outhouse if the building broken into forms no part of the dwelling-house of the person owning the building. In *Penton* v. *Browne* the goods of the judgment debtor were not in his own premises, but in the barn of a third person, who brought the action of trespass, and the real question in that case was whether, in these circumstances, a request by the sheriff was necessary before he was entitled to break in. Still, the reason upon which the court formed its judgment was that the barn in the field, which had been forcibly entered by the sheriff, had not the privilege which would have attached to it if it had been within the curtilage of the dwelling-house.

It is probably not too much to say that, if it had not been for certain observations contained in a judgment by the late Lord Bowen when sitting at *Nisi Prius*, the rights of the sheriff in this class of case would never have been questioned. In the case of *American Concentrated Must Co.* v. *Hendry* (62 L. J. Q. B. 388) a claim was made for damages for illegal distress, the question being whether the landlord had or had not broken the outer door. Lord Bowen, in a considered judgment, reviewed the authorities from the earliest times, both with reference to the landlord's rights with regard to distress, and a sheriff's rights under an execution, and, commenting on the case of *Penton* v. *Browne*, the judge observed: "In *Penton* v. *Browne* it was, indeed, held that a sheriff, for the purpose of an execution, might break a barn which was in a field, as distinct from a barn which was parcel of a house; but the court agreed that if the barn had been adjoining to or parcel of the house, it could not lawfully have been broken. The law so laid down as to the sheriff's rights with regard to a detached outhouse in a field appears to me to be a departure from older law. . . . I should, with submission, have myself supposed that the sheriff in the civil suit had no more right to break a detached enclosure than the landlord's bailiff."

However, the ghost thus raised by Lord Bowen has now been laid to rest by the Court of Appeal. Lord Bowen's expression of opinion, founded as it was on an elaborate and exhaustive review of the early authorities, of course, carries great weight, but it was not really necessary for the decision of the case before him, and, as Lord Justice Kay pointed out in the Court of Appeal, there is nothing to shew that Lord Bowen would not have followed *Penton* v. *Browne* if the case before him had been one of execution by the sheriff, instead of distress by the landlord.

It was contended before the Court of Appeal by the advocate who was responsible for what the Master of the Rolls characterized as "a clever but audacious attempt to upset a decision which had been accepted as good law for over two hundred years," that *Penton* v. *Browne* had never been extended; that it was badly reported; and that it was not binding on the Court of Appeal. It is true the case has never been extended, but it has been recognized and accepted by eminent judges, and has never been seriously questioned until Lord Bowen threw doubt upon it. It must be admitted the report is not altogether satisfactory either in Siderfin or in Keble, but when a proposition of law has been treated as good for a long series of years, and has been accepted as regulating the rights of parties in matters of every-day practice, it is certainly desirable that the courts should treat such proposition as law, even if, from the academical point of view, there may be some doubt as to its soundness.

It is certainly curious if the law, as enunciated in *Penton* v. *Browne*, was not the law of England at the time the case was decided; that the decision should have been, at any rate acquiesced in if not expressly approved, by so many eminent judges. In *Brown* v. *Glen* (16 Q. B. 255) the case was considered by Lord Campbell, and apparently accepted by him as good law. In that case Lord Campbell drew attention to the distinction which exists between the authority of law executed by the sheriff as an officer of a court of justice, and the power of a landlord who is allowed to take the law into his own hands, and pointed out that it was only reasonable that a landlord should be placed under restrictions which would not be applicable in the case of a sheriff. In the comparatively recent case of *Hobson* v. *Thellusson* Lord Blackburn's judgment is based on the assumption that the sheriff is justified in breaking open the door of a detached building, which forms no part of the dwelling-house, for the purpose of levying an execution. It is true that Lord Blackburn's judgment in this case, as reported in 36 L. J. Q. B., p. 302, states explicitly that such an act is within the sheriff's powers, and that this express statement does not appear in the judgment as reported in L. R. 2 Q. B., at p. 648, and it was suggested in argument that the latter report was probably a revised judgment, and that the omission of this particular passage pointed to the fact that the learned judge had had some second thoughts upon the matter, and that these second thoughts were best. But the force of this ingenious suggestion was entirely destroyed when it was pointed out by the Court of Appeal that the judgment of Lord Blackburn, as well as that of Mr. Justice Mellor, would have been unintelligible except on the assumption that the sheriff *was* justified in breaking open the door of the building in question, and that, consequently the omission of this particular passage from Lord Blackburn's "revised" judgment could not possibly have the significance suggested.

Irregularities, or alleged irregularities, in connection with the levying of distress for rent, or of execution under a *fi. fa.*, have always been a fruitful source of litigation. With regard to levying execution under a writ of *fi. fa.*, it would have been unfortunate if the Court of Appeal had given countenance to the notion that there was any room for doubt as to the powers and duties of the sheriff in circumstances which must be of every-day occurrence. The only question which the sheriff's officer has to ask himself in circumstances like those in *Hodder* v. *Williams* is, "Is it his dwelling house?" Then, as the Master of the Rolls succinctly put it, "If it's not his dwelling house you may break in."

PROCEDURE BY ORIGINATING SUMMONS.

II.

The writ of summons is the mere formal act whereby an action is commenced. In itself it is nothing more. It is the act of the sovereign through the court, not the act of the party, and it commands the defendant to appear in order that both parties should be before the court. The writ is superseded for all practical working purposes as soon as both parties are before the court. A striking exemplification of this is furnished by the specially-indorsed writ. The plaintiff cannot amend the writ proper without an order, but he may alter his specially-indorsed claim without any order. The court, in fact, allows the action, once commenced by writ, to be developed and worked out on other material between parties subject to its supervision. This plan works well. It is a flexible system, easily adaptable to the circumstances of every case.

Procedure by originating summons is a cast-iron system by comparison. All the way through the case the summons itself is the one thing of importance. It embodies the terms of the order which the court is asked to make, and as the case proceeds the contents of the summons have to be altered to meet its developments. If mere technical defects in the wording of the summons are rectified, or any alteration of its terms are made by consent or by direction of the court, the summons itself must always be amended, first in red ink, then in blue ink, then in green ink, to shew the first, second, and third amendments, and —let us repeat it once more—this has to be done every time in two or three separate offices of the court at the cost of much weary trudging to and fro and waste of professional time, every moment of which has its money value.

All this is nothing but red-tapeism. The whole complication is quite unnecessary. Even if it were deemed desirable to

retain the originating summons for all the purposes for which it is now used, the development of the action or matter might be worked out on some document containing a statement of the application, sealed by the chief clerk on giving the appointment, and served with notice of the time and place of appointment written in the margin thereof. This statement of application could be shaped and reshaped by the chief clerk to meet the exigencies of the case, without putting the parties to the trouble and expense of amending the summons with every alteration. The statement might be filed as of record on passing the order.

But if once this branch of procedure comes to be reconsidered it is at least an open question whether the originating summons should not be abolished altogether, except for *ex parte* applications and summonses under ord. 54, r. 4F. The present form of originating summons requiring appearance is nothing less than a watered down, informal, writ of summons. The writ begins "Victoria by the grace, &c., we command you that *within eight days after the service of this writ on you, inclusive of the day of such service, you do cause an appearance*," &c., and it is tested in the name of the Lord Chancellor. The originating summons begins "Let —— *within eight days after the service of this summons on him, inclusive of the day of such service, cause an appearance*," &c. The words are the same. The only difference is there is no teste, nor does the summons conclude with the name of the judge (as it originally did), nor are there any formal words in it to shew that it emanates from the court with the authority of anybody in particular. It is simply a writ of summons divested of its formal commencement and termination. Such being the case, it is at least a matter for consideration whether it should not be merged into the writ of summons. The result would be to greatly simplify procedure, for then there would be only one method of commencing proceedings in the High Court against a party required to appear.

A very little rearrangement of existing procedure would be necessary. Let us imagine a case so commenced. The writ headed in the matter and with the parties names would be indorsed with a short statement of the relief sought. It would be served on the parties required to appear. At any time after issue, either before or after service, the solicitor could apply at chambers for an appointment to be written in the margin of a statement of application and sealed with the chamber seal. If the appointment were obtained before service, it would be fixed so as to allow time for service and appearance, in which case the statement of application with notice of appointment could be served with the writ. If the appointment were obtained after appearance, the statement of application, with notice of appointment indorsed, would be served on the solicitor. In the subsequent proceedings the statement of application would form the foundation of the order, and could be altered at will by the chief clerk without regard to the writ, except where parties were added or struck out. Several advantages would ensue. First, the interregnum we have spoken of would no longer exist. Secondly, the necessity for constant amendment would be removed. Thirdly, the writ could be served out of the jurisdiction by order, and the statement of application with notice of appointment served on the solicitor after appearance. Fourthly, the not infrequent necessity which now arises to abandon an originating summons, and issue a writ in lieu thereof, because the case developes beyond the scope of a summons, would no longer remain to increase the cost of litigation.

We give the above outline as a mere illustration, without any desire to press for the abolition of the originating summons requiring appearance, as such. All we do ask is that some alteration of procedure by originating summons should be adopted in the new code of rules, which will remove the defects we have pointed out, especially the delay and expense involved in constant amendment under difficulties.

The *Times* states that Lady Sophia Palmer hopes to be able to publish the first "Memorial Volume" of her Life of the late Earl of Selborne early next year. She will be very much obliged if any of the late Lord Selborne's correspondents who have letters, &c., which may be useful for the purposes of the book will kindly entrust them to her care for a short time at Christ Church, Oxford.

THE LATE MR. THOMAS KEY.

PRACTITIONERS in conveyancing generally, as well as a large circle of friends, have sustained a heavy loss in the death of Mr. THOMAS KEY, one of the conveyancing counsel of the Chancery Division, early in the morning of Sunday last. To many the event must be a great surprise, for, although Mr. KEY's illness has extended over many weeks, and had been referred to in our columns, much of the period has been that of the Vacation, at the beginning of which he was still in attendance at his chambers.

Mr. KEY came of an old Staffordshire stock, from which have sprung several distinguished men. His father, THOMAS HEWITT KEY, F.R.S., was Professor of Latin and of Comparative Grammar in University College, London, and was for many years head master of University College School. He was a Latin scholar of very high repute, and, among other learned works, produced a Latin dictionary, which, after the author's death, was published by the syndics of the Cambridge University Press. CHARLES ASTON KEY, the celebrated surgeon of Guy's Hospital, was Mr. KEY's half-uncle, and that gentleman's son, entering the Navy, became Admiral Sir ASTLEY COOPER KEY, G.C.B., F.R.S., D.C.L. Mr. KEY's maternal grandfather, RICHARD IRONMONGER TROWARD was solicitor for the prosecution in the WARREN HASTINGS trial.

Mr. KEY was educated in London at University College School and University College. Of the latter he afterwards became a governor. He studied law in the chambers of the late Mr. CHARLES DAVIDSON, and was called to the bar at Lincoln's-inn in 1856. He afterwards worked much for Mr. DAVIDSON, helping him both in his business and in his composition of the second and third editions of his great work on Conveyancing. Mr. KEY's assistance is acknowledged in the Mortgage and Wills volume of the second edition, and his name appears on the title-pages as a joint-author of the three volumes relating to Mortgages and Settlements in the third edition.

It is, however, by his own and Sir HOWARD ELPHINSTONE'S two volumes of Precedents in Conveyancing, first published in 1878, that Mr. KEY is most widely known. The preparation of this great work entailed enormous labour, extending over three or four years. By the kindness of both branches of the profession, great numbers of precedents were furnished to the authors, and access was obtained to the MS. precedents of some noted conveyancers. But we have heard it said that out of every thirty or forty precedents thus examined only about one was found adapted for insertion in the work. Mr. KEY issued a fourth edition, of which nearly all the copies are already sold, and a fifth edition is, we understand, in preparation under the editorship of Sir HOWARD ELPHINSTONE.

The book is eminently characteristic of the man—simple, unostentatious, adapted to the needs of the class for whom it has been prepared. Fearlessly adopting the innovation of printing in abbreviations, because, though it disfigured his pages, it saved him space, he was yet cautious in using new language, and appeared to prefer the more ancient ways. That preference, indeed, did not lead him to adhere to the employment of unnecessarily lengthy forms. His mind was far too practical not to meet the modern cry and need for conciseness. He was a master of the niceties of the English language, and would often ponder for days over the most appropriate expressions to be used in some of his forms.

We do not know that Mr. KEY was much concerned in any of the legislation of his time; but, if our memory serves us rightly, he had something to do with the 63rd section of the Settled Land Act, 1882, though it does not follow, nor do we know, that it was an enactment of which he approved. In 1886 he contributed to the *Law Quarterly Review* a paper on Registration of Title, full of practical wisdom. One of his suggestions has since been adopted by the Act 56 & 57 Vict. c. 21.

Only about seventeen months have elapsed since Lord HERSCHELL, after the death of Mr. BRICKDALE, appointed Mr. KEY to succeed that gentleman as one of the six conveyancers of the Chancery Division of the High Court. The appointment was, it is believed, equally approved by the profession and justified by the result; and it is impossible to think without emotion of the brevity of the period during which Mr. KEY exercised the functions he was appointed to perform, and, until a few weeks ago, seemed likely to be able to perform for many years. For, except by the very young, he could not have been thought of as old. His tall and slight figure, active carriage, and alert mind gave no suggestion of the approach of age.

His kindness and readiness to help them endeared him to his many friends, and on this subject one of his former pupils writes to us as follows:—"Many will be anxious to render to the late Mr. KEY the honour that is due to his professional eminence, but others—and they will not be few among those who have been much associated with him personally — will chiefly wish to pay their tribute to that which is rarer than learning and high skill, rarer even than great practical sagacity and shrewdness, and that

is, a heart of gold. The present writer believes that it is that, and the qualities which flow from it—sympathy, unselfishness, not only absence of guile, but absence of all suspicion of guile in others, combining to make a personality of singular charm and goodness—that will dwell in the memory of those who came much into contact with THOMAS KEY. His pupils in particular will recall not only the constant attention and valuable instruction which they received in the difficult art of which Mr. KEY was a past master, but a patience that was untiring, considerateness that never changed, and a sympathy that often extended beyond the limits of chambers and the brief period of pupildom. Such a man does not pass away without leaving a gap that cannot be filled. He is gone, but not without bequeathing to us as his legacy an example of a beautiful life, perfected through many lean years of unremitting work, crowned at last with the highest professional honours attainable."

REVIEWS.

LAW OF BANKRUPTCY.

A TREATISE UPON THE LAW OF BANKRUPTCY AND BILLS OF SALE. WITH AN APPENDIX CONTAINING THE BANKRUPTCY ACTS, 1883-1890: GENERAL RULES, FORMS, SCALE OF COSTS AND FEES; RULES UNDER SECTION 122; DEEDS OF ARRANGEMENT ACTS, 1887, 1890; RULES AND FORMS; BOARD OF TRADE AND COURT ORDERS; DEBTORS ACTS, 1869, 1878; RULES AND FORMS; BILLS OF SALE ACTS, 1878-1891, &c., &c. By EDWARD T. BALDWIN, M.A., Barrister-at-Law. Seventh Edition. Stevens & Haynes.

The present edition of Mr. Baldwin's well-known treatise on bankruptcy has been carefully brought down to date, and the task has necessitated considerable additions and alterations. Since the last edition the statutes bearing directly on insolvency have been increased by the Bankruptcy Act, 1890, and the Deeds of Arrangement Act, 1890, and there have been several statutes dealing incidentally with bankruptcy, notably the Partnership Act, 1890, and the Sale of Goods Act, 1893. A reference to the section of the work on stoppage *in transitu* will shew how thoroughly the pertinent parts of the Sale of Goods Act have been incorporated, and the recent bankruptcy legislation and rules find their appropriate places in the appendix. The first part of the work is devoted to a detailed statement of the law of bankruptcy. Mr. Baldwin passes in natural sequence through the whole proceedings in an ordinary bankruptcy, and then deals with administration in small bankruptcies under section 121 of the Bankruptcy Act, 1883; with the administration under section 125 of the estates of persons dying insolvent; and with compositions or schemes of arrangement under the Bankruptcy Act, 1890. The whole of this part of the work exhibits the most painstaking care and accuracy. It is, perhaps, a defect that the text is not divided into chapters, but this does not detract from the merits of the text itself. Mr. Baldwin has had a great quantity of new case-law to deal with, and, so far as we have observed, he has omitted no relevant recent decision. The law is stated in great detail, though concisely withal, and on such important subjects as disclaimer, the "order and disposition" clause, and the avoidance of voluntary settlements, the result of the authorities will be found to be very conveniently and clearly given. The appendix, which constitutes half of a bulky volume of over 1,100 pages, contains the whole of the bankruptcy legislation, rules, and forms. We may suggest that on its next appearance this useful work might be conveniently divided into two handy volumes.

THE COMMON LAW.

PRINCIPLES OF THE COMMON LAW. INTENDED FOR THE USE OF STUDENTS AND THE PROFESSION. By JOHN INDERMAUR, Solicitor. Seventh Edition. Stevens & Haynes.

The title of this book hardly describes its true nature. Principles of the common law undoubtedly still survive, but a treatise on them must either be largely historical—*e.g.*, Holmes' Common Law—or if it confines itself to law of the present date, must contain numerous gaps. And even if the phrase "common law" is used to devote, as Mr. Indermaur apparently intends, the law usually administered in the Queen's Bench Division, the term is still ill-chosen, for it ought to include the law of property as well as the law of contract and tort. In point of fact Mr. Indermaur's excellent treatise deals in one volume with contract and tort, the only other matter consisting of two chapters on damages and on evidence in civil cases respectively. The appearance of a seventh edition shews that, as a work on those subjects, it has found favour with students, and its success is well merited. The style is clear and interesting, and the statute and case law are aptly combined in the text. The passing of the Sale of Goods Act, 1893, has necessitated extensive changes in the chapter dealing with contracts as to goods, and these have been carefully effected. The same chapter also contains a concise statement of the effect of the Bills of Sale Acts, and of the law of bailments. The part of the book dealing with the law of torts is conveniently divided into torts affecting land, torts affecting goods and other personal property, torts affecting the person, and torts arising peculiarly from negligence. At p. 321 it is erroneously stated that in an action of trespass to land, it is necessary that the plaintiff should have a valid title. The context corrects the error by shewing that mere possession is enough, save as against the true owner, but the statement is misleading. On the same page there is a confusion as to the effect of the Real Property Limitation Acts on an action of trespass. An action of trespass, it is said, is frequently resorted to as a method for trying title to lands, and "any such action must be brought within twelve years after the time of the accrual of the right." But an action for trespass is subject to the six years' limitation under the Statute of James. Probably it is meant that the right of entry on which the defendant relies must be exercised within twelve years of the right accruing, but this is not the statement in the text. In general, however, the work is accurately written, and the changes effected by recent statute and case law have been carefully incorporated.

THE LAW OF EVIDENCE.

A TREATISE ON THE LAW OF EVIDENCE AS ADMINISTERED IN ENGLAND AND IRELAND, WITH ILLUSTRATIONS FROM SCOTCH, INDIAN, AMERICAN, AND OTHER LEGAL SYSTEMS. By His Honour the Late Judge PITT-TAYLOR. NINTH EDITION (IN PART REWRITTEN). By G. PITT-LEWIS, Q.C. Sweet & Maxwell (Limited).

A knowledge, more or less accurate, of the branch of the law with which this work is concerned is essential to every lawyer. We therefore welcome a new edition of Judge Pitt-Taylor's well-known Treatise, which, on its first appearance, rapidly achieved, amongst legal text-books, a well-merited reputation for lucid exposition and research. Ten years have elapsed since the eighth edition was published, and during this long interval the law of evidence has necessarily undergone some changes. Most of these are embodied in the present edition, upon which considerable skill and labour have been bestowed. The editor has rewritten portions of the work, and has wisely consolidated into one chapter the subjects of Best and Secondary Evidence. Moreover, by remorseless pruning of all exuberance of expression, by removing from the text to footnotes many of the examples and illustrations of the rules of evidence cited, and by keeping within very narrow limits those paragraphs of the original work which dealt with mere procedure, the editor has succeeded in reducing the text from 1,600 to 1,234 pages—without, however, sacrificing anything really worth preserving.

The general arrangement of the work and index has not been substantially altered, but the original grouping of the chapters has not been strictly adhered to; for, instead of being divided, as they once were, into three parts, they are now distributed amongst six parts, intituled: I. Nature and Principles of Evidence; II. Rules Governing the Production of Testimony; III. Certain Particular Descriptions of Evidence; IV. Special Rules of Law as to the Evidence in certain particular Cases; V. Instruments of Evidence; and VI. Some General Rules as to the Admission or Rejection of Evidence at the Trial, and as to the Admissibility of further Evidence on Appeal. It may be as well to mention that the contents of this last-named part were, in the previous edition, embodied in the concluding paragraphs of Chapter V., Part III.

The hand of the editor is apparent in every one of the chapters of the present edition, and notably in those comprised in Parts II. and III., which have been greatly improved. Thus (to take only one example of the method adopted by the editor), at p. 186, Vol. I., Part II., it will be noticed that he has, by judicious condensation, reduced to the dimensions of one short paragraph (222-5) matter hitherto contained in several, and necessarily occupying a large portion of the text. Moreover, in dealing with such a subject as *when* interrogatories may be administered, the editor, instead of discussing it at great length, as was done in the eighth edition, refers his readers for full information thereon to books on practice (see p. 351), and subsequently adopts a similar plan with regard to "Admissions" (p. 473). On the other hand, however, Mr. Pitt-Lewis has not hesitated to supplement those portions of the author's work which required amendment, and to illustrate the meaning the text, when desirable, by apt references to current and ancient literature.

A vast number of cases are necessarily referred to in the present edition which the editor claims to have brought into an "up-to-date" shape. In their citation, no mention is made in the foot-notes of any reports, but the date and nationality of each case is given, and, where it is of English origin, the name of the court or of the particular judge responsible for the decision or dictum referred to is also set forth. This new departure will doubtless provoke comment, and

it remains to be seen whether it will prove acceptable to the profession.

It is satisfactory to find that the table of cases contains references to every report of each case. This table is prefixed to each volume with a notice that vol. 1. ends with p. 635. American cases have been somewhat sparingly cited in the present volume as it is proposed to publish shortly an American edition of the present work, with notes by an American editor. Moreover, American cases are not expected to be cited in this country (see *per* C. A. 33 SOLICITORS' JOURNAL, at p. 419) and, therefore, need not necessarily be quoted in an English text book.

The statutes referred to in the present edition are collected in a table prefixed to vol. 1. They do not, we notice, comprise those sections of the Local Government Act, 1894 (56 & 57 Vict. c. 73), which relate to evidence, though section 3, sub-section 9, of the Act is cited at p. 15. Neither do we find any reference, either in the table of statutes or text, to the Supreme Court of Judicature (Procedure) Act, 1894 (57 & 58 Vict. c. 16), s, 3.

The Rules and Forms of the Supreme Court referred to in the text or notes constitute another useful table. This certainly ought to refer to rule 7 of order 30 of the Supreme Court Rules, which was added to the existing practice rules in August, 1894, and provides that on the hearing of a summons for directions "the court or a judge may order that evidence of any particular fact, to be specified in the order, shall be given by statement on oath of information and belief, or by production of documents or entries in books, or by copies of documents or entries, or otherwise as the court or judge may direct." The text of vol. 1. is immediately preceded by a long list of *addenda* and *errata* which sufficiently indicate that the present edition must have been a considerable time in the press. At the end of vol. 2 there is an appendix giving the scales of allowances to witnesses in civil and criminal cases respectively. This is followed by a very full and elaborate index, comprising over 220 pages and containing a great variety of titles, by the aid of which ready reference to the contents of the volumes is afforded. As might have been expected from the experience and learning of the editor, the present edition well maintains the high standard of excellence attained by the original work, and merits a place in every law library.

LAW QUARTERLY REVIEW.

THE LAW QUARTERLY REVIEW. Edited by Sir FREDERICK POLLOCK, Bart., M.A., LL.D. Stevens & Sons (Limited).

We have already noticed several of the papers in the current number of the Law Quarterly Review—the "Vocation of the Common Law," by the editor, the "Reform of Company Law," by Mr. Edward Manson, and the "Land Transfer Act, 1875," by Sir Howard Elphinstone. An interesting discussion of the rule in *Dearle* v. *Hall* is contributed by Mr. E. C. C. Firth. The rule is an instance of the modern creations of equity, and the reasons on which it is founded are not altogether free from obscurity. Notice is not necessary to complete the title of the assignee of a fund in the hands of trustees (see *per* Lord Macnaghten in *Ward* v. *Duncombe*, 42 W. R. p. 65), though it is decisive in a contest for priority, as between successive assignees. Having regard to the intricacies of the subject, Mr. Firth suggests that it would be better to disregard notice altogether, and leave the assignee to rely on the word of the assignor, or else make notice a necessary step in the title as against the trustee, and so ensure the formal giving of notice with a subsequent acknowledgment by the trustee of its receipt. In "Asiatic Mixed Marriages," Mr. Agarwale describes the difficulties incident to a marriage between an Englishwoman and an Indian, to whom, in his own country, polygamy is lawful. He has no difficulty in establishing that "mixed marriages of this kind are for the present exposed to great legal, as well as social, inconvenience." Other papers are on the "Legal Aspects of the Balfour Case"—with reference, that is, to extradition—by Mr. M. J. Farrelly, and on "Constitutional Revision" by Professor Dicey, and there is an excellent sketch of Sir James Stephen by Mr. Ilbert. Speaking of his qualities as a lawyer, Mr. Ilbert says:—"He was too impatient of technicalities, he underrated the importance of accuracy in minute details, he did not appreciate subtle distinctions. He was not, like his gifted colleague Bowen, a legal archangel who danced with ease on the point of a needle. Bowen in his forensic and judicial arguments, elaborated, perhaps unduly, with the finest of camel-hair pencils. Stephen, in laying on his colours, preferred a mop."

BOOKS RECEIVED.

The Annual Practice, 1896; being a Collection of the Statutes, Orders, and Rules relating to the General Practice, Procedure, and Jurisdiction of the Supreme Court, with Notes, Forms, &c. By THOMAS SNOW, M.A., Barrister-at-Law, CHARLES BURNEY, B.A., a Chief Clerk of the Hon. Mr. Justice Chitty, and FRANCIS A. STRINGER, of the Central Office. In Two Volumes (Vols. I. and II.). Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The French Law of Marriage, Marriage Contracts, and Divorce, and the conflict of Laws arising therefrom; being a Second Edition of "Kelly's French Law of Marriage." Revised and Enlarged by OLIVER E. BODINGTON, B.A. (Lond.), Barrister-at-Law. Stevens & Sons (Limited).

The Handling of Dangerous Goods. A Handbook for the use of Government and Railway Officials, Carriers, Shipowners, Insurance Companies, Manufacturers, and Users of such Goods, and Others; comprising Notes on the Properties of Inflammatory, Explosive, and other Dangerous Compounds, and the Modes of Storage and Transport thereof, with Official Classifications, Parliamentary Enactments, Particulars of Recorded Accidents, &c. By H. JOSHUA PHILLIPS, F.I.C., F.C.S. Crosby Lockwood & Son.

The Law relating to Building, with Precedents of Building Leases and Contracts and other Forms connected with Building; and the Statute Law relating to Building, with Notes and Cases under the various Sections. Third Edition. By His Honour Judge EMDEN, assisted by HENRY JOHNSON, Barrister-at-Law. Knight & Co.

The Law relating to Factories and Workshops, including Laundries, Docks, &c., Bakehouses, &c.; being the Factory and Workshop Acts, 1878-1895, together with the Shop Hours Acts, 1892-1895, the Truck Acts, 1831-1887, Orders of the Secretary of State made under the Factory Acts. With Explanatory Notes and Copious Index. By EVANS AUSTIN, M.A., LL.D., Barrister-at-Law. Knight & Co.

A General View of the Law of Property. By JAMES ANDREW STRAHAN, M.A., LL.B., Barrister-at-Law; assisted by JAMES SINCLAIR BAXTER, B.A., LL.B. Stevens & Sons (Limited).

Shaw's Parish Law. Being a Guide to Parish Officers in the Execution of their Duties. With Tables of Statutes and Cases, Notes, and Appendix and Index. By J. F. ARCHBOLD, Esq., Barrister-at-Law. Eighth Edition. By J. THEODORE DODD, M.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

A Catalogue of Law Works, arranged under the Editor's Names; together with an Alphabetical Index of Subjects. November, 1895. Butterworth & Co.

The Law's Lumber Room. By FRANCIS WATT. John Lane.

Waterlow Brothers & Layton's Legal Diary and Almanack for 1896; containing a list of Stamp Duties from 1804 to Present Time; with Regulations as to Stamping and Allowance for Spoilt Stamps; a Diary for every Day in the Year; suggestions on Registering and Filing Deeds at Public Offices; Table of Succession to Real and Personal Property; Papers on the Preparation of Legacy and Succession Accounts, and Notes as to Preliminary, Intermediate, and Final Examination of Articled Clerks; a List of Law Reports, with their Abbreviations and Dates; an Index to Public General Statutes from time of Henry III.; a Digest of Public General Acts of last Session; List of London and Provincial Barristers, and London and Country Solicitors, with Appointments, Agents, &c. Waterlow Brothers & Layton (Limited).

Sweet & Maxwell's Diary for Lawyers for 1896. Edited by FRANCIS A. STRINGER, of the Central Office, and J. JOHNSON, of the Central Office. Sweet & Maxwell (Limited); Meredith, Ray, & Littler, Manchester.

CORRESPONDENCE.

THE CONFERENCE ON COMPANY LAW.

[To the Editor of the Solicitors' Journal.]

Sir,—Having, as representing our local Chamber of Commerce, assisted at last week's conference, I take leave to offer some observations suggested by your remarks in Saturday's issue. It is true, as you say, that the discussion was pretty much confined to the committee's draft bill; but had not the speeches been for the most part commendably brief, time would scarcely have sufficed even for this. You are not, however, quite correct in intimating either that no variation was suggested in the requirements of clause 14, or that the conference decided in favour of removing from directors the onus of proof of noncognisance of matters omitted from the prospectus. It is true that some of the speakers expressed themselves in favour of such removal, and even appeared to suppose that the amendment (which was proposed by myself) was designed to effect it; but, in point of fact, the amendment had no such object, and could have no such effect. It was simply suggested as a slight improvement in the wording of the clause, so as to avoid the necessity of calling the director to prove his innocence in cases where such innocence appeared *aliunde*.

Again, a not unimportant alteration in clause 14 was proposed by

me, and, though not adopted, met with considerable support. I allude to the obligation to disclose in the prospectus, not merely every material contract, but every material fact—that is to say, every fact which would influence the judgment of a prudent investor. I trust I am as desirous as anyone of securing honesty and candour in prospectuses, but not at the cost of deterring honest and prudent men from acting as directors; and I cannot see how we can advise a client to be party to the issue of a prospectus if the inadvertent omission to disclose some defect or disadvantage is to expose him to indefinite, and possibly ruinous, liabilities. Are directors and promoters of companies to be the only persons denied the protection of the doctrine of *caveat emptor*; or is this Bill to be the first step towards the complete abolition of that doctrine; and shall we see the day when every vendor must disclose to his vendee, or when he offers for public sale publish to the world, everything which is calculated to repel a purchaser? Even supposing the most perfect honesty on the part of a director, how can he be sure either that he knows all the material facts or that he accurately judges of the materiality of the facts known to him? Probably in nine cases out of ten the majority of the directors of a new company are themselves in the dark as to many material facts. Even this ignorance will not excuse them, unless they further prove (what must often be a matter of extreme difficulty) that no reasonable diligence would have sufficed to remove it. But beyond this, many facts known to the directors may, at the time, appear immaterial, and unworthy of special reference, which yet may afterwards assume importance in the eyes of a jury judging after the event. My fears may possibly be exaggerated, but I trust this new departure in our jurisprudence will not be sanctioned until it has at least received a thorough discussion both in Parliament and out of it. More especially does it, I think, demand the serious attention of our various law societies.

Another unsuccessful amendment proposed to delete sub-clause (2) of clause 10. This amendment I supported, although for my own part I should have been content with the omission of the words "and prudence." The committee's report candidly admits that the proposal goes beyond the existing law as at present declared, but suggests that it is, nevertheless, sound in principle. This I venture to doubt. The idea appears to be that as directors are usually remunerated for their services they should be bound to give efficient service in return. But in many cases directors get no remuneration, or very little; and even where they are fairly paid I fail to see how more can reasonably be expected of them than honesty, care, and ordinary business ability. To attach enormous responsibilities to a mere want of prudence appears to me to be a startling novelty. No one suggests that a solicitor or surgeon, of competent skill, and acting honestly and carefully, is liable for mere imprudence, or in other words for an error of judgment. *Nemo omnibus horis sapit*, and if every imprudence, or what in the light of after events may appear to have been such, is to involve honest and careful directors in unlimited liabilities, few such men will be found willing to accept office.

The substitution of three months for four in clause 11 (3) was made, not out of tenderness for directors, but simply in order (as was supposed) to assimilate the clause to the corresponding provision of the Debtors' Act, which was erroneously stated as limiting the period to three months.

I regret that the committee have thought fit to adopt, from the Act of 1867, the unhappy phrase "payment in cash." I endeavoured at the conference to amend this, but being defeated, I proposed, by the interpretation clause, to define the phrase in the sense in which the Court of Appeal contrived to interpret it in *Spargo's case*. The necessity for legislative sanction of this interpretation (if the phrase is to be retained) is manifest, when we find the present Lord Chancellor on two occasions going out of his way to repudiate it, and even to denounce it as absurd. Certainly, it is a striking instance of the lengths to which the courts will go in giving a non-natural meaning to the words of a statute, if to give them their ordinary meaning would work injustice.

Other parts of the Bill call for comment, but I fear I have already trespassed too much on your space.

Walsall, November 5. L. W. Lewis.

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Monday, the 4th day of November, 1895.

Whereas, from the present state of the business before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, Mr. Justice Kekewich and Mr. Justice Romer respectively, it is expedient that a portion of the Causes assigned to Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich should for the purpose only of Hearing or of Trial be transferred to Mr. Justice Romer;

Now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby Order that the several Causes and Matters set forth in the Schedules hereto, be accordingly transferred from the said Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich to Mr. Justice Romer, for the purpose only of Hearing or of Trial, and be marked in the Cause Books accordingly. And this Order is to be drawn up by the Registrar and set up in the several Offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice CHITTY.

1895.

Delve v Dursley 1895 D. 730 June 13
Bradley v Dannatt 1894 B. 3,048 June 17
Fincham v Corner 1875 F. 229 June 18
In re Parry Liversedge v Inchbold 1894 P. 3,038 June 18
Jones v Willington 1894 J. 1,322 June 20
Handley v Masham Local Board 1894 H. 4,304 June 20
Calverley v Calverley 1895 C. 396 June 21
Law v Parminter 1894 L. 2,289 June 24
Johnson v Fletcher 1894 J. 1,339 June 24
Johnson v Firth 1894 J. 1,340 June 24
Saunderson v Milestone 1895 S. 1,348 June 25
Shrewsbury & Talbot S. T. Cab and Noiseless Tyre Co. ld. v Morgan 1895 S. 742 June 25
Knight v Simmonds 1894 K. 990 June 28
Pepperell v Mewburn 1894 P. 3,198 July 2
In re Penny Penny v Pardoe 1894 P 2,098 July 15
Queensland Investment & Land Mortgage Co, ld v O'Connell 1894 Q 1,972 July 19
Graham v Drummond 1893 G 2,056 July 25
Rees v De Bernardy 1895 R 323 July 25
Iliffe & Son v Modern Art Publishing Co, ld 1894 I 7,947 July 26
Alston v Alston 1894 A 973; 1894 A 994; 1894 A 1,374 July 26
Salvage v Bull 1895 S 1,828 July 27
Rugby & Newbold Cement Co, ld v Horton 1894 R 1,050 July 29
Cox v Cox 1890 C 370 July 29
Sex v Bird 1895 S 1,556 July 29
Whittingham v Whittingham 1894 W 3,666 July 30
In re Williams, Williams v Williams 1895 W 881 July 30

SECOND SCHEDULE.

From Mr. Justice NORTH.

1895.

Marcon v Jeans 1895 M. 223 June 14
Martin v Fox 1894 M. 3,651 June 17
Kitts v Moore & Co. 1894 K. 763 June 19
Dickson v Law 1894 D. 1,601 June 19
Laing v Thompson 1895 L. 38 June 22
Hertslet v Bull 1895 H. 186 June 24
Crawford v Watkins 1894 C. 934 June 27
Abraham v Beeston Pneumatic Tyre Co. ld. 1894 A. 532 June 28
Kellett v Anderson & Sons ld 1894 K. 663 July 3
Goddard v Lucy 1895 G. 629 July 4
Hanning v Klemantaski 1893 H. 4,316 July 6
Morrison v The Scottish House-to-House Electricity Co. ld. 1895 M. 1,402 July 8
Gower v St. John 1895 G. 954 July 8
Wylie v Wylie 1895 W. 1,218 July 9
In re Farmer Farmer v Crawshaw 1895 F. 271 July 10
Doughty v Hardcastle 1895 D. 595 July 16
Towler v Lupton 1895 T 200 July 17
In re Wassall, Wassell v Leggatt 1895 W 1,285 July 17
In re Goerz & Von Hoegh's Patent, No. 21,458 A.D. 1894, and Patents, Designs, &c., Acts (petition ordered to go into witness List) July 20
In re Trent Trent v Brooke adjourned summons July 20
Cleaver v Wallwork 1895 C 1,969 July 23
Moon v Savin & Co ld 1895 M 962 July 24
Johnson, Clarke, & Parker, ld v Collier 1895 J. 318 July 31
Parsons v Whettam 1894 P 1,064 July 31
Smith v Smith 1895 S 1,083 Aug 2
Jamblin v Heginbotham 1894 J 1,647 Aug 3
Fulford v Holford 1895 W 1,494 Aug 3
Cotgrove v Chester 1894 C 2,973 Aug 5
Simpson v Beckett 1894 S 4,226 Aug 6
Shoe Machinery Co. ld. v Cutlan 1895 S 2,352 Aug 6

THIRD SCHEDULE.

From Mr. Justice STIRLING.

1895.

In re The Canadian Direct Meat Co. ld. & Co.'s Acts, 1862 to 1870 adjourned summons June 13
In re Dunbar Dunbar v Wentworth 1895 D 643 June 20
Rhymney Iron Co ld v Dorman, Brown & Co 1891 R 1,977 June 21
Hand-in-Hand Investment & Mortgage Co ld v The National Dwellings Soc ld 1895 H. 765 June 22
Rymil v Braid & Co 1894 R 1,739 June 29
Pneumatic Tyre Co ld v Beeston Pneumatic Tyre Co ld 1894 P 1,582 June 29
Donington v Skidmore 1894 D 820 July 2
Houghton v Anderson & Sons ld 1894 H 2,873 July 3
Sinclair v Sewell 1894 S 2,789 July 4
Green v Keeble 1895 G 404 July 5
Green v Keeble 1895 G 903 July 5
Reveley v Simner 1895 R 198 July 9
National Bank of Wales ld v Morgan 1894 N 1,684 July 12
Hawkins v Ward 1895 H 339 July 13
Fielden v Browhill 1895 F 622 July 13
Craven v Puncture-Proof Pneumatic Tyre Co. ld. 1894 C. 3,936 July 17
Blandford v Williams 1895 B. 2,069 July 19
Taylor v Pease 1895 T. 556 July 20
In re Goffe Hill v Gardner 1895 G. 175 July 23
Baldwin v Sadler 1893 B. 2,079 July 30
Foley v Dobney 1894 F. 1,195 July 30
International Financial Soc. ld. & reduced v Baring, Bros. & Co 1894 I. 111 August 2
Claydon v Smith 1895 C. 1,530 August 6
Grant v Bolton 1895 G. 787 August 7
The Pneumatic Tyre Co. ld. v Edlin 1895 P. 593 August 12
McKeown v Boudard Peveril Gear Co. ld. 1895 M. 654 August 20
Warton v Midland Ry. Co. 1895 W. 1855 Sept 5
Creyke v Corporation of Level of Hatfield Chase 1895 C. 1,131 Sept 5
McCamphill v Davis 1895 M. 199 Sept 11
In re Andrews Andrews v Green 1895 A. 203 October 2

FOURTH SCHEDULE.

From Mr. Justice KEKEWICH.

1895.

Galton v Keens 1894 G 194 April 17
North Metropolitan Ry & Canal Co v Peyton 1894 N 40 April 20
Williams v Quebrada Ry Land & Copper Co, ld 1894 W 2,766 April 26
Braun v Englander 1895 B 888 April 26
Kendall v Woodman 1895 K 46 May 4
Dickerson v Brown 1894 D 1,543 May 16 (London Number).
Oughton v Holland 1894 O 1,867 May 20
Bush v Barnato Bros 1895 B 412 May 22
Baker v London General Omnibus Co, ld 1894 B 2,673 June 21
Vincent v Forward 1895 V 51 June 24
Townsend v Pepper 1894 T 57 June 25
Downer v Jacobs 1895 D 308 June 27
Byrne v McCarthy 1890 B 5,462 July 12
In re Madson's Patent, No. 1772. A.D., 1894 (petn ordered to go into Witness List) July 13
The Edison & Swan United Electric Light Co, ld v Williamson and Joseph 1895 E 541 July 16
Daniell v Whately 1895 D 61 July 18
Eady v Norris 1895 E 585 July 23
In re Reed, Reed v Thompson 1895 R 571 July 24
Walker v Bateman 1895 W 367 July 26
Bischofswerder v Poppleton 1894 B 5,730 July 27
Bischofswerder v Poppleton 1894 B 5,730 July 30
Griffiths v Lewis 1895 G 150 July 31
Gwilt v Clark 1895 G 500 Aug 1
Seward v Evans 1895 S 768 Aug 6
Ricketts v Beaumont 1895 R 563 Aug 7
In re Palmer, Palmer v Palmer 1895 P 514 Aug 8
Walker v Willey 1895 W 1,455 Aug 8
Gleadowe v Burton 1894 G 1,302 Aug 9
Frame v Pridmore 1894 F 679 Aug 10
Haskins v Williams 1895 H 1,516 Aug 12

HALSBURY, C.

The following are the above cases arranged in the order in which they will be heard:—

Galton v Keens
North Metropolitan, &c, Co v Payton
Williams v Quebrada, &c, Co
Braun v Englander
Kendall v Woodman
Dickerson v Brown
Oughton v Holland
Bush v Barnato Bros
Delve v Dursley
Re The Canadian Direct Meat Co, lim, & Co's Acts
Marcon v Jeans
Bradley v Dannatt
Martin v Fox
Fincham v Corner
Re Parry Liversedge v Inchbold
Kitts v Moore & Co
Dickson v Law
Jones v Willington
Handley v Masham Local Board
Re Dunbar Dunbar v Wentworth
Calverley v Calverley
Rhymney Iron Co, lim, v Dorman, Brown, & Co
Baker v London General Omnibus Co
Laing v Thompson
Hand in Hand, &c v National Dwelling Co, Lim
Law v Parminter
Johnson v Fletcher
Johnson v Firth
Hertslett v Bull
Vincent v Forward
Saunderson v Milestone
Shrewsbury & Talbot S T Cab and Noiseless Tyre Co, lim, v Morgan
Townsend v Pepper
Crawford v Watkins
Downer v Jacobs
Knight v Simmonds
Abraham v Beeston Pneumatic Tyre Co, lim
Rymill v Braid & Co
Pneumatic Tyre, &c, Co v Beeston, &c
Pepperell v Mewburn
Donington v Skidmore
Kellett v Anderson & Sons, lim
Houghton v Anderson & Sons, lim
Goddard v Lucy
Sinclair v Sewell
Green v Keeble
Green v Keeble
Hanning v Klemantaski
Morrison v Scottish House-to-House Electricity Co, lim
Gower v St John
Wylie v Wylie
Reveley v Sumner
Re Farmer Farmer v Crawshaw
National Bank of Wales, lim, v Morgan
Byrne v M'Carthy
Hawkins v Ward
Fielden v Brownhill
Re Madson's Patent, &c
Re Penny Penny v Pardoe
Doughty v Hardcastle
Edison, &c, v Williamson, &c
Fowler v Supton
Re Wassell Wassell v Leggatt
Craven v Puncture Proof, &c
Daniell v Whately
Queensland Investment and Land Mortgage Co, lim, v O'Connell
Blandford v Williams
Re Goerz & Von Hoegh's Patent, No. 21,548, A D 1894, & Patents and Designs Acts
Re Trent Trent v Brooke
Taylor v Pease
Cleaver v Wallwork
Re Goff Hill v Gardner
Eady v Norris
Moon v Savin & Co, lim
Re Reed Reed v Thompson
Graham v Drummond
Rees v De Bernardy
Iliffe & Son v Modern Art Publishing Co, ld
Alston v Alston
Walker v Bateman
Salvage v Bull
Bischopwerder v Poppleton
Rugby and Newbold Cement Co, ld v Horton
Cox v Cox
Sex v Bird
Whittingham v Whittingham
In re Williams Williams v Williams
Baldwin v Sadler
Foley v Dobney
Bischopwerder v Poppleton
Johnson, Clarke, & Parker, ld v Collier
Parsons v Whettam
Griffiths v Lewis
Gwilt v Clarke
Smith v Smith
International Financial Soc, ld & reduced v Baring Bros
Jamblin v Heginbotham
Fulford v Holford
Cotgrove v Chester
Simpson v Beckett
Shoe Machinery Co, ld v Cutlan
Clayton v Smith
Seward v Evans
Grant v Bolton
Ricketts v Beaumont
In re Palmer Palmer v Palmer
Walker v Willey
Gleadowe v Burton
Frame v Pridmore
Pneumatic Tyre Co, ld v Edlin
Haskins v Williams
McKeown v Boudard, Peveril Gear Co
Warton v Midland Ry Co
Creyke v Corpn of Level of Hatfield Chase
McCamphill v Davis
In re Andrews Andrews v Green

At Liverpool on Saturday last (says the *St. James's Gazette*), two young men, named William Thomas Singleton, described as an architect and surveyor, of St. Anne's, and James Frederick Livesey, belonging to Market Rasen, Lincolnshire, were committed for trial on several charges of defrauding solicitors. The prisoners, under the pretence of having purchased properties, obtained advances from various solicitors. On investigation their statements were found to be false. The prisoners are also under committal from Stockport on similar charges.

The *New York Law Journal* considers that "the recent case of *Dickerson v. State*, in the Supreme Court of Georgia (22 S. E. Rep. 698), illustrates the sort of fustian moralising that should not be permitted in judicial opinions. The point of the case is simply that a man may be convicted of adultery, under an indictment setting up sufficient facts but denominating his crime "seduction." In the course of an unnecessarily elaborate discussion of seduction, the court indulges in the following specimen of figurative language: 'It does not sustain the charge of seduction to show that some moral wrecker, standing on the barren shores of vice and immorality, with a siren song has beguiled his passing victim, however much such melodies may have pleased the ear or tickled the fancy; but it must also appear that, by the exhibition of a false beacon, he gave assurance of innocence and promise of safety.'"

CASES OF THE WEEK.

Court of Appeal.

HODDER *v.* **WILLIAMS**—No. 1, 5th November.

EXECUTION—WRIT OF FIERI FACIAS—BREAKING OPEN OUTER DOOR OF PREMISES—PRIVILEGE—DWELLING-HOUSE—SHOP—ACTION AGAINST SHERIFF.

This was an appeal from the judgment of Vaughan Williams, J., at the trial of the action with a jury. The action was brought to recover damages from the Sheriff of Dorset for having, by his officer, broken and forced open the outer doors of the plaintiff's premises in executing a writ of *fieri facias* on the plaintiff's goods. The premises in question were not a dwelling-house, but a workshop and place of storage for the plaintiff's stock-in-trade. The question was whether such premises were exempted from liability to be broken open by a sheriff's officer in executing a writ. The learned judge at the trial directed judgment to be entered for the defendant, notwithstanding that the jury had given a verdict for the plaintiff. The plaintiff appealed. The following authorities were cited:—*Semayne's case* (5 Coke, 91), *Penton* v. *Browne* (1 Keble, 698, and Siderfin, 186), *Brown* v. *Glenn* (16 Q. B. 254), *Hobson* v. *Thellusson* (36 L. J. Q. B. 302), *American Must Corporation* v. *Hendry* (5 The Reports, 331), and Bacon's Abridgment, Execution, N. 4.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, JJ.) dismissed the appeal.

Lord ESHER, M.R., said that it was decided more than two hundred years ago, in the case of *Penton* v. *Browne*, that, while a man's dwelling-house was privileged against being broken open by a sheriff in executing a writ, that privilege did not extend to a barn or any building unconnected with a dwelling-house. That decision had been incorporated in the text-books, had been acted upon in practice, and had been followed with approval by such judges as Lord Mansfield, Lord Campbell, and Lord Blackburn. This court could not overrule such a decision now, even if it did not agree with it. The premises here, not being a dwelling-house, did not come within the privilege. The judgment of Vaughan Williams, J., must, therefore, be upheld.

LOPES and KAY, L.JJ., concurred.—COUNSEL, *Macaskie*; *Channell*, Q.C., *E. U. Bullen*, and *Muir Mackenzie*. SOLICITORS, *Nicholson, Graham, & Graham*, for *R. Tucker*, Bridport; *Lovell, Son, & Pitfield*, for *Symonds & Sons*, Dorchester.

[Reported by F. G. BUCKER, Barrister-at-Law.]

High Court—Chancery Division.

HOWARD & BULLOUGH *v.* **TWEEDALES & SMALLEY**—Chitty, J., 31st October, 1st and 7th November.

PATENT—PERSONAL RIGHT TO INFRINGE—SERVANTS OR AGENTS—INDEPENDENT CONTRACTORS.

In November, 1883, Samuel Tweedale assigned a patent to the plaintiff's predecessors, with a proviso that nothing in such assignment should prevent Samuel Tweedale using, exercising, and vending the invention for his own benefit and advantage, but such right should not be assignable or transferable by him, or continue to or vest in any trustee or representative of the said Samuel Tweedale, or any partner of his. Samuel Tweedale subsequently entered into partnership with Edward Tweedale and Joseph Smalley, and in August, 1892, an agreement was entered into between Samuel Tweedale and the firm of Tweedale & Smalley. This agreement recited that it had been agreed that "the firm should *manufacture* the said inventions *for and on behalf* of the said Samuel Tweedale, and should *act as his agents* for the sale thereof, upon the terms thereinafter mentioned." The relevant clauses of the agreement are shortly stated. (2) The firm shall have the right of manufacturing, making, and selling the patented articles *for and on behalf of* Samuel Tweedale. (3) The firm shall use their best endeavours to obtain orders *for and on account of* Samuel Tweedale, for the best prices, not being less than such price as may be fixed by Samuel Tweedale. (4) All orders shall be executed under the superintendence and to the reasonable satisfaction of Samuel Tweedale, and (provided Samuel Tweedale shall duly make the several payments hereinafter mentioned, *&c.*) shall be ready for delivery, *&c.* And in case of default, for every week's delay the firm shall pay to Samuel Tweedale one per cent. upon all orders over and above the *manufacture price*, as liquidated damages. (5) All work, labour, and materials required shall be provided by the firm, and shall be of the best description, and Samuel Tweedale may test the quality thereof, and the sufficiency of the work, and may reject, *&c.* (6) For each invention made or manufactured by the firm, Samuel Tweedale shall pay the firm according to the scale of prices specified in the schedule hereto. (9) Samuel Tweedale shall allow or pay to the firm so long as they shall act as his agents for the sale of the said inventions all reasonable expenses incurred beyond the prices agreed to be paid for the manufacture thereof, and shall allow or pay them a salary or commission at the rate of £10 per cent. upon the net profits which shall arise from the sale thereof. The commission or allowance shall be a lien or charge upon all inventions which shall for the time being be in the possession or custody of the firm. (10) The firm shall, out of their net salary or allowance, provide and pay all clerks and assistants who may be required by them in connection with the sale and disposal of the said inventions. (16) The firm shall obey and observe all reasonable directions and instructions given to them by Samuel Tweedale touching the making, manufacturing, sale, and disposition of the said inventions. (17) The firm shall, upon the final winding up of the said agency business, deliver up to Samuel Tweedale all such of the inventions made and manufactured on his behalf as remain unsold. (18) Proviso for termination of the said agency by notice. The schedule provided makers prices of 1d. and £5, and sale prices of 2d. and £6 for various articles. The firm manufactured and sold the articles under the above agreement, and the plaintiffs brought this action to restrain them, relying on *Dixon* v. *London Small Arms Co.* (1 App. Cas. 632). They admitted that Samuel Tweedale might manufacture or sell by his servants or agents, but contended that the above agreement was not an agency agreement at all, but an agreement with independent contractors to make the articles at fixed prices, &c.

CHITTY, J., said that the rights reserved remained in Samuel Tweedale personally. He could not transfer them at law or in equity, but he might employ his own servants or agents, and they would have the protection of the provisions. But he could not grant licences. Nor could he go into the market and order the patented goods to be made and delivered to him for his own use. Nor was he justified in contracting with other persons for the manufacture of the articles for his use, such persons not being in substance his agents. The question, therefore, was, What was the true relation between Samuel Tweedale and the firm? It was shewn by the agreement of August, 1892. It was quite clear that as to the sale of the patented articles the relation was one of principal and agent; the agents being entitled to a commission, and in respect of sale the defendants were acting within the rights reserved to Samuel Tweedale. The contest, however, was as to the manufacture of the articles. The introductory recital drew a distinction between manufacture and sale. The manufacture was to be "for and on behalf of" Samuel Tweedale; while the sale was by the firm as "agents," but his lordship's judgment did not proceed on so narrow a point. The second clause gave the firm the right to manufacture for and on behalf of Samuel Tweedale. This amounted indirectly to a licence to manufacture for him. It was properly agreed that for the purposes of the argument the firm might be regarded as a third person, the fact that Samuel Tweedale was a partner being immaterial. It was quite true this clause was supplemented by other clauses giving Samuel Tweedale rights over the manufactured article, which was to be made for him alone, and not sold to any other person. Nor could the firm have bought the articles from the plaintiffs. It was said that notwithstanding clause 2 the agreement made the firm agents in the strict and legal sense. But clause 4 was not an agency clause. It was a clause between two contracting parties, one to make and the other to take the goods. The provision as to the superintendence and the reasonable satisfaction of Samuel Tweedale, the person ordering them, was quite common. Under clause 5 the firm were to provide work and materials at their own risk. That clause pointed to them as contractors, not as agents. Clause 6 was of vital importance. For each invention—*i.e.*, article manufactured, Samuel Tweedale was to pay according to the schedule of prices. The schedule stated maker's price and sale price, and it was plain the articles were manufactured at the risk of the firm. The firm would get any profit or bear any loss that arose from their being able to turn out the articles at prices less or greater than the maker's price. Thus far the agreement was one between independent contractors. The defendants relied on clause 9, which gave them a lien or charge on articles in course of manufacture, and contended that, as they could not have a lien or charge on their own property, such articles were not the property of the firm, but of Samuel Tweedale. His Lordship did not think so. Until complete and delivered the articles were the property of the firm. Clause 16, as to obeying reasonable directions and instructions, did not make the relationship an agency, and the use of the word "agency" in clauses 17 & 18 was of course insufficient. His lordship had to determine what the relationship was, not what the parties had called it. The question of the difference between independent contractors and agents had been considered in *Dixon* v. *London Small Arms Co.* His lordship referred generally to the judgments. He asked the question "Was there any mandate here as between principal and agent in the sense properly used in law?" He thought not. At what place were the articles made? In the manufactory of the firm. By whose hands? By the servants of the firm. Who provides the materials? The firm. The case cited was in favour of the plaintiffs. The Court of Appeal had considered there was no substantial difference between the case of the Crown entering into a contract for the supply of a patented article, and the case of the Crown employing its own officers, servants, or agents. But in the House of Lords the distinction was taken and strongly pointed out by Lord Cairns and others. It was true that in the *Small Arms case* the contract did not necessarily involve infringement, as the contractor might have bought from the patentees. But that distinction did not displace the relevancy of the case. The distinction between contractor and agent was of great importance. A man who would only employ agents and had to risk his own capital (possibly borrowed) stood in a very different position from a man who would get others to assist him as independent contractors. The injunction would restrain the firm from making or manufacturing the articles as principals, or using, applying, or selling articles so manufactured with a proper proviso protecting the rights reserved to Samuel Tweedale.—COUNSEL, *Moulton*, Q.C., *Farwell*, Q.C., and *C. E. E. Jenkins*; *Bousfield*, Q.C., and *John Cutler*; *Byrne*, Q.C., and *R. J. Parker*. SOLICITORS, *Pritchard, Englefield, & Co.*, for *Charles Costeker*, Darwen; *Bush & Mellor*, for *Sale, Seddon, & Co.*, Manchester.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re **SPIERS & POND (LIM.)**—North, J., 26th October.

COMPANY—MEMORANDUM—53 & 54 VICT. c. 62.

Spiers & Pond (Limited) was a company incorporated on the 29th of March, 1882. Clause 3 (sub-clause *c*) of the memorandum of association

stated the object of the company as follows: "To carry on in the United Kingdom and in any colony or dependency thereof and in India and in any foreign country by wholesale or retail trading, the business of refreshment contractors, provision dealers, licensed victuallers, wine growers and wine merchants, brewers, manufacturers of and dealers in aerated and mineral waters, hotel keepers, restaurateurs, tobacco and cigar importers, manufacturers and vendors and importers of and dealers in goods and merchandise of every description, whether on commission or otherwise." At an ordinary general meeting of the company on the 8th of July, 1895, it was resolved "That the provisions of the memorandum of association of the company with respect to the objects of the company be altered by adding to clause 3 (sub-clause *c*) of such memorandum, the words following—*i.e.*, 'To carry on general stores and to contract for the execution of work and the rendering of services of all kinds.'" This resolution was confirmed at an extraordinary general meeting of the company on the 25th of July, 1895. The company now petitioned the court that the resolution might be confirmed by the court pursuant to the Companies (Memorandum of Association) Act, 1890.

NORTH, J.—Though the words of the proposed alteration seem to me to be too wide, I think I can confirm the resolution under the power given by section 1, sub-section 5, of the Act to confirm a resolution "in part." I think this can be carried out by adding words which will limit the effect of the resolution, and I shall direct that the words "incidental thereto" be added to the resolution as it stands.—COUNSEL, *Vernon Smith*, Q.C., and *Theobald*. SOLICITORS, *Linklater, Addison, & Co.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re **DAVIES, THOMAS** *v.* **DAVIES**—North, J., 5th November.

WILL—DEVISE—TRUST FOR ACCUMULATION—GIFT OVER ON DEATH WITHOUT ISSUE.

John Davies, by his will dated the 24th of June, 1871, devised all the minerals under any of his devised lands to his trustees, with power to work, demise, and receive the rents, and he directed his trustees to invest and accumulate them for the period of twenty-one years, and from and immediately after the expiration of the said term of twenty-one years the trustees were to hold the said mines and minerals, and the accumulations thereof, in trust for his grandsons, Joseph Davies and John Davies, in equal shares. And if either of them should die without leaving any child or children him surviving, the testator devised his share to the other, his heirs and assigns. And if both of them should die without leaving any child or children them surviving, the testator devised the said mines and minerals in trust for his other grandsons, the children of his daughter, Ellen Tydfil, in equal shares. The testator died on the 31st of May, 1873. Joseph Davies attained twenty-one, and died a bachelor and intestate. The accumulated fund now amounted to £5,060 new consols, and £1,195 9s. 5d. on mortgage security. John Davies attained twenty-one, and married and had issue, and now contended that the period during which the gift over was capable of taking effect must be limited to the period of accumulation. He, therefore, was absolutely entitled to the accumulations.

NORTH, J., held that he was not so entitled.—COUNSEL, *Colt; Clerke; Rylands*. SOLICITORS, *Warriner & Co.*, for *Lloyd & Pratt*, Newport.

[Reported by G. B HAMILTON, Barrister-at-Law.]

CARTER *v.* **CARTER**—Stirling, J.

MARRIED WOMAN—ACKNOWLEDGED DEED OF SETTLEMENT BY—COPYHOLDS—NO SURRENDER MADE—DECLARATION OF TRUST—GOOD DISPOSITION WITHIN THE MEANING OF SECTION 77 OF THE FINES AND RECOVERIES ACT (3 & 4 WILL. 4, c. 74).

This was an action for the execution of the trusts of a post-nuptial settlement. The settlement was dated the 2nd of January, 1878, and was made between James Carter and Susannah Carter, his wife, of the one part and the defendants, John and Edward Sayers (the trustees), of the other part, whereby after reciting, *inter alia*, that Susannah Carter was admitted tenant on the Court Roll of the Manor of West Tarring in the county of Sussex in respect of certain copyhold hereditaments, certain freehold hereditaments were granted and confirmed unto and to the use of the said trustees upon the trusts thereinafter declared, and the said James Carter covenanted with the trustees that he would, when required so to do, concur with the said Susannah Carter and all other necessary parties in surrendering to the lord of the manor aforesaid the said copyhold hereditaments to the use of the trustees, their heirs and assigns, to the intent that the trustees should, when admitted, hold the same upon the trusts thereinafter declared concerning them. And it was also agreed that in the meantime and until the said premises should be surrendered, the said Susannah Carter and her heirs should stand seised of the said premises upon the trusts aforesaid. The said deed reserved to the said Susannah Carter, an absolute power of appointment and until and in default of such appointment, the trustees were to hold the said premises upon trust to pay the annual income thereof to the said Susannah Carter during her life for her separate use, and after her death to pay the same to the said James Carter if he survived her, and after the decease of the survivor to sell the said premises and to divide the proceeds thereof amongst the children of the marriage in equal shares. The said deed of settlement was acknowledged by Susannah Carter and a memorandum thereof duly enrolled in the Court of Common Pleas on the 4th of January, 1878. Susannah Carter died on the 20th of November, 1884, without having exercised the power of appointment aforesaid. The copyhold hereditaments settled by the indenture of settlement were never surrendered to the trustees, the said Susannah Carter continuing tenant upon the court rolls up to the date of her death. James Carter, her husband, died on the 24th of October, 1892. There was only one son born of the said marriage and he predeceased his mother, leaving issue a son, the defendant, Alfred James Carter, who was according to the custom of the said manor her customary heir, and he was duly admitted as tenant in respect of the above-mentioned premises on the 8th of May, 1894. Mr. and Mrs. Carter left several daughters them surviving. The question for the court was whether the said defendant, A. J. Carter, as the customary heir of Susannah Carter, was beneficially entitled to the said copyhold hereditaments, or whether he was only a trustee thereof for the beneficiaries under the said deed of settlement. It was contended that as no actual surrender was ever made by Susannah Carter, the Fines and Recoveries Act had no application to the property, because of the proviso at the end of section 77 thereof, and, therefore, the property was not bound by the trusts in the deed of settlement declared. There was no custom in the said manor which required the lord thereof to take notice of trusts, nor was there a custom which entitled the husband of a female copyholder to any estate by curtesy.

STIRLING, J. (after stating the facts above set out, continued:—) The deed of settlement was purely voluntary. An effectual disposition of property may be made without consideration in two ways—*i.e.*, either by doing such acts as amount at law to a conveyance or assurance of the property, or the legal owner of the property may, by one or other of the valid modes, constitute himself a trustee thereof, and may, without an actual transfer of the legal title, deprive himself of the beneficial interest (*Richards* v. *Delbridge*, 18 Eq. 11). Now I think the draftsman of this deed knew the law, and intended to avail himself of the second mode of disposition I have just mentioned, and the question is, Has he effectively done so? Mrs. Carter never divested herself of the legal ownership of the property, but she did by the deed of 1870 declare herself a trustee for it, and if she had been at that date a *feme sole*, I think these trusts would have been binding on her heir. She was, however, under coverture, and the question which I have to decide reduces itself to this, whether a married woman, tenant on the rolls of copyholds, can, by deed acknowledged under the Fines and Recoveries Act, effectually declare herself a trustee of those copyholds. The answer depends on section 77 of the Act. It is thereby enacted that a married woman may dispose of land of any tenure (excepting in the case where she is tenant in tail, which is elsewhere provided for), provided that the disposition be by deed, concurred in by her husband and acknowledged by the wife in the manner therein stated. (There is a proviso to the section, which I will consider later.) With all these requirements the deed of 1878 complies. The first question which arises on the enactment is whether a declaration of trust is a disposition. The words "dispose" and "disposition" in the Fines and Recoveries Act are not technical words, but ordinary English words of wide meaning, Where not limited by the context those words are sufficient to extend to all acts by which a new interest (legal or equitable) in the property is effectually created. A declaration of trust on the part of a *feme sole*, whereby she effectually parts with the entire equitable interest in property of which she remains legal owner, certainly appears to me to be a disposition in equity of that property. This appears to have been the opinion of Lord Hatherley, L.C., in *Pride* v. *Bubb* (20 W. R. 220, 7 Ch. App. 64). It was said, however, that the contrary was decided in *Green* v. *Patterson* (32 Ch. D. 95), which was a decision binding upon me. That case, as far as it is material to the present, related to copyholds of which a married woman was tenant in tail, and tenancies in tail are expressly excluded from the operation of section 77 of the Fines and Recoveries Act, and depend on the prior sections 15 and 40. It is quite true that section 15, by which a tenant in tail was empowered to dispose of the lands entailed, uses the word "dispose," which is used again in section 77, but section 40 limits the mode of disposition by enacting that every disposition of lands under the act by a tenant in tail thereof, should be effected by some one of the assurances (not being a will) by which such tenant in tail could have made the disposition if his estate were an estate at law in fee simple absolute, and no disposition by a tenant in tail vesting only by contract should be of any force at law or in equity under the Act. The effect of that is that the mode of disposition to bar an estate tail is limited to such an investment *inter vivos* as would be effectual to pass a legal estate in fee simple. A mere declaration of trust, of course, could not pass a legal estate, and consequently I entirely agree, if I may be allowed to say so, in the decision of the Court of Appeal in *Green* v. *Patterson*, that a mere declaration of trust would not bar an estate tail. The language of Fry, L.J., might, no doubt, admit of a wider meaning, and that is what is relied upon. He says: "In the first place the statute requires that the instrument to bar the estate tail shall be a disposition, and I find in this case nothing like a disposition. It is a mere declaration of trust by the lady." Those words taken literally would seem to indicate an opinion that a mere declaration of trust was not a sufficient disposition within the Fines and Recoveries Act, but I think that they ought to be read as applying only to the point then actually calling for decision, and not as intended to affect the construction of section 77, which was not then under consideration by the court, and all the more so as I do not observe that *Pride* v. *Bubb* was not cited to the court in the agreement. In section 77 I find nothing which requires the disposition to be made by such an assurance as is required by section 40. It is next contended that the transaction falls within the concluding proviso of section 77, which is this: "Provided always that this Act shall not extend to lands held by copy of court roll of or to which a married woman, or she and her husband in her right, may be seised or entitled for an estate at law in any case in which any of the objects to be affected by this clause could before the passing of the Act have been effected by her in concurrence with her husband by surrender into the hands of the lord of the manor of which the lands may be parcel." In my opinion the object intended to be effected by the deed of

1878 was that Mrs. Carter should declare herself a trustee of the legal estate in the copyholds then vested in her, or, in other words, to effect a disposition of the equitable interest without disturbing the legal title. I fail to see how this object could be affected by a surrender of that estate into the hands of the lord of the manor, for the effect of such a surrender would be to alter the legal title, and consequently the present case does not seem to me to come within the proviso. In my opinion, therefore, the heir is bound by the trusts, and judgment must be given in favour of the plaintiffs. I declare that the heir is bound by the trusts of the deed, and that he is a trustee of the legal estate vested in him for the purposes of the deed, and I direct a proper assurance to be executed, with liberty to apply in chambers for a vesting order.—COUNSEL, *Robertson Macdonald; B. B. Swan; W. D. Rawlins.* SOLICITORS, *H. Sowton*, for *J. C. Buckwell*, Brighton; *Henshall Fereday; H. E. Griffith*, for *G. P. Holmes*, Worthing.

[Reported by ARTHUR MORTON, Barrister-at-Law.]

Re **MASON'S ORPHANAGE AND LONDON AND NORTH-WESTERN RAILWAY CO**—Stirling, J., 3rd and 4th July and 31st October.

CHARITY—"SCHEME LEGALLY ESTABLISHED"—DEED OF FOUNDATION—CONSENT OF CHARITY COMMISSIONERS—CHARITABLE TRUSTS ACT, 1855, s. 29.

This was a summons under the Vendor and Purchaser Act of 1874 raising the question whether the trustees of certain lands which had been conveyed to them for charitable purposes with powers of sale and exchange could exercise those powers without the consent of the Charity Commissioners. The trustees of the charity took their title under a deed of foundation dated the 29th of July, 1868 (the terms whereof it is not necessary to here set out), and the said deed was duly enrolled and perfected in accordance with the provisions of 9 Geo. 2 c. 36 and the amending Acts thereunto. Acting under the powers of sale conferred upon them by the above-mentioned deed of foundation, the trustees of the charity contracted with the London and North-Western Railway Co. to sell to the company a portion of the lands by the said deed conveyed. The railway company objected to the title on the ground that under section 29 of the Charitable Trusts Act of 1855 the trustees were precluded from exercising the power of sale in the deed of foundation contained without the consent of the Charity Commissioners, and they required that such consent should be obtained. In the alternative they would pay the purchase-money into court under section 69 of the Lands Clauses Act of 1845. The trustees declined to comply with either alternative, and the company then took out this summons to have the point determined by the court. Section 29 of the Charitable Trusts Act of 1855 is as follows:—"It shall not be lawful for the trustees or persons acting in the administration of any charity to make or grant otherwise than with the express authority of Parliament under any Act already passed, or which may hereafter be passed, or of a court or judge of competent jurisdiction, or according to a scheme legally established, or with the approval of the board, any sale, mortgage, or charge of the charity, &c. . . ." The trustees contended that the deed of foundation aforesaid constituted a "scheme legally established within the meaning of that section, and hence that the consent of the Charity Commissioners was unnecessary.

STIRLING, J. (after stating the facts as above set out, delivered a reserved judgment as follows:—) What is usually meant by a "scheme" in connection with a charity is not the instrument of foundation, but a document sanctioned by some properly constituted authority containing directions for the administration of the charity. Previously to the passing of the Charity Act of 1853 such schemes were made by the Court of Chancery only, and they were mainly made in three classes of cases—*i.e.* (1) where the directions in the instrument of foundation were ambiguous, imperfect, or otherwise insufficient; (2) where the directions had become, under altered circumstances, unsuitable to carry out the intention of the founder; and (3) where a scheme sanctioned by the court had, in like manner, become unsuitable for that purpose. In the Act of 1853, however, other authorities than the Court of Chancery were authorized to make "schemes." Now the word "scheme" occurs in several sections of the Act of 1853, and in section 29 of the Act of 1855, and in all these places it is used to designate such an instrument as I have described. *Prima facie*, then, it might be expected that the word would bear the same meaning in section 29 of the latter Act. [His lordship here dealt with the language of the various sections of the Acts, and continued:—] Now I think that the use of the words "legally established," in connection with the word "scheme," seems to point to the intervention of some duly constituted authority; and as a matter of verbal construction I come to the conclusion that the words "scheme legally established" do not include the instrument by which the charity was founded. It would, however, I think be unsatisfactory to dispose of this case without considering what was the object the Legislature intended to attain by the enactment of section 29. Now this section prohibits three classes of transactions—*i.e.*, (1) sales; (2) mortgages or charges; and (3) certain kinds of leases of charity estates; and it is desirable to see how the law stood with respect to such transactions prior to the passing of the Act of 1852. A sale, lease, or mortgage under an express power was good. [See the judgment of Lord Cranworth in *Attorney-General* v. *Hardy* (1 Sim. N. S. 338.] Even where no express power of sale existed a sale might be made provided it were in accordance with a provident administration of the estate for the benefit of the charity; but the purchaser took, subject to the obligation of shewing that the sale was beneficial to the charity and justified by the circumstances: *Attorney-General* v. *Warren* (2 Swans. 291), and *Re Clergy Orphan Corporation* (43 W. R. 150; 1894, 3 Ch. 145). The court, although it had power to sanction the alienation of charity lands exercised that power with great caution: *Attorney-General* v. *Mayor of Newark* (1 Ves. 236). [His lordship here considered, at length, the principles which had been applied by the courts in the cases of leases of various kinds made in respect of charity lands, and continued:—] The statement of the law, which I have just made appears to disclose two blots, at least, in charity administration. In the first place it was obviously difficult in many cases for a trustee, not acting under the direction of the court, to satisfy himself that the transaction in which he was engaging might not afterwards be held to be a breach of trust, and in the second place many transactions held by the courts to be within the powers of trustees, were, to say the least of it, of very doubtful expediency in the interest of the public. By sections 21 and 24 of the Act of 1853 the Legislature authorised the Charity Commissioners to sanction leases, mortgages, sales, and exchanges of charity lands, and thus enabled the trustees to obtain protection in a cheap mode, and without putting either the charity estate or themselves to the expense of Chancery proceedings. In this way the first of the two blots was removed, and I think the second was intended to be wiped out by section 29 of the Act of 1855. The view of the Legislature was that alienations of charity estates, by way of sale or mortgage, or by leases in reversion, or for lives or long terms, or in consideration of fines, gave rise to abuses, which the law as it stood prior to 1855 did not adequately prevent, and that such transactions ought not to take place, except by the direct authority of Parliament, or with the sanction of the court or the Chancery Commissioners, both being authorities familiar with charity administration, and likely to be vigilant in guarding against its abuses. But founders of charities and their legal advisers were not necessarily cognizant of what had been done in past times, and might unwittingly introduce into the instruments of foundation clauses which the experience of the courts or the Charity Commissioners would lead them to regard as highly objectionable. I do not suggest that the present vendors have done, or intended to do, anything which could possibly be treated as an abuse of their powers; but if their contention is well founded it follows that the founder of a charity might, by introducing appropriate clauses into the foundation deed, effectually authorize his trustees to grant leases in reversion, or for lives, or long terms, or in consideration of fines, without the consent of the Charity Commissioners. Now I do not think that that was intended by the Legislature. Section 29 of the Act of 1855 prohibits (*inter alia*) sales except under certain circumstances. It is for those who claim that their case falls within either of the excepted cases to make this out, and, upon a fair construction of the enactment, I think the present vendors have failed to do so. The objection, therefore, raised by the purchasers is, I think, well founded, and there will be a declaration accordingly.—COUNSEL, *Underhill; Hastings*, Q.C., and *Ingle Joyce*. SOLICITORS, *C. H. Mason; Burton, Yeates, & Hart*, for *Johnson Barclay, Johnson & Rogers*, of Birmingham.

[Reported by ARTHUR MORTON, Barrister-at-Law.]

Winding-up Cases.

Re **KINGSTON COTTON MILL CO. (LIM.)**—Vaughan Williams, J., 2nd November.

COMPANY—WINDING UP—OFFICER—MISFEASANCE—AUDITOR—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), s. 10.

This was a summons adjourned into court which raised the question whether an auditor was an officer of a company within the meaning of section 10 of the Companies Winding-up Act, 1890, which gives the court power to assess damages against any director, manager, liquidator, or "other officer" of the company in liquidation "who has misapplied, or retained, or become liable, or accountable for, any moneys or property of the company, or been guilty of any misfeasance or breach of trust in relation to the company." The articles as to audit were substantially the same as those in Table I., Clauses 82-94. The material articles in the articles of association of the above-named company were the following:—Article 129: Once at least in every year the accounts of the company shall be examined, and the correctness of the balance-sheet ascertained by one or more auditor or auditors. 130: The first auditors shall be appointed by the directors. Subsequent auditors shall be appointed by the company in general meeting. 134: The remuneration of the first auditors shall be fixed by the directors; that of subsequent auditors shall be fixed by the company in general meeting. 137: If no appointment of auditors is made in manner aforesaid, the Board of Trade may, on the application of not less than five members of the company, appoint an auditor to act until the next ordinary meeting and fix the remuneration to be paid to him by the company for his services. 138: Every auditor shall be supplied with a copy of the balance-sheet, and it shall be his duty to examine the same with the accounts and vouchers relating thereto. 139: Every auditor shall have a list delivered to him of all books kept by the company, and shall at all reasonable times have access to the books and accounts of the company. He may, unless he himself is an accountant, employ accountants or other persons at the expense of the company to assist him in investigating such accounts, and he may in relation to such accounts examine the directors or any other officer of the company. 140: The auditors shall make a report to the members upon the balance-sheet and accounts, and in every such report they shall state whether in their opinion the balance-sheet is a full and fair balance-sheet containing the particulars required by these articles, and properly drawn up so as to exhibit a true and correct view of the state of the company's affairs, and in case they have called for any explanation or information from the directors, whether such explanation or information has been given by the directors, and whether the same has been satisfactory, and such report shall be read, together with the report of the directors, at the ordinary

meetings. Auditors were appointed in conformity with the articles. The company was formed in 1879 to carry on a cotton-spinning business and was now being wound up by the court. A summons was taken out against the directors and auditors of the company by the official receiver and liquidator for a direction that they were liable to pay certain sums of money which were alleged to have been improperly applied in payment of dividends on certain preference shares, and that they were guilty of misfeasance in breach of trust in relation to the company in that they authorized, sanctioned, participated, or recommended or permitted the issue of reports and statements of accounts containing false and misleading entries with respect to the value of the company's property, stock in trade, and reserve fund. The auditors now moved to stay all proceedings under the last mentioned summons as against the applicants, on the ground that they were not officers of the company within the meaning of section 10 of the Companies (Winding-up) Act, 1890. The following cases were cited during the argument: *London and General Bank* (43 W. R. 481; 1895, 2 Ch. 166); *Liberator Permanent Benefit Building Society* (71 L. T. N. S. 406); *Re Western Forest of Dean Coal Consumers' Co., Carter's case* (34 W. R. 516, 31 Ch. D. 496); *Re National Bank* (18 W. R. 661, L. R. 10 Eq. 298).

VAUGHAN WILLIAMS, J., held that the auditors were officers of the company, and that the summons to stay must be refused. In the course of his judgment his lordship said that section 10 of the Companies (Winding-up) Act, 1890, was very like section 165 of the Companies Acts, 1862, the slight difference there was between the two sections shewed that the Legislature did not intend to curtail but to enlarge the earlier section. If this case had come before him without any previous decisions he should not have had much hesitation in holding that having regard to the duties they had to perform auditors were officers of the company. Notwithstanding the decisions, he saw no reason why he should not decide the present case as if there were no such decisions. It had been said that he ought not to hold that every person who had been guilty of misfeasance or breach of trust towards a company was an officer of the company. He did not, however, hold that. It was also said that he should not hold that every person who could be compelled to repay moneys or restore property misapplied or retained, or for which he had become liable or accountable, or to contribute money to the assets of the company by way of compensation. He could conceive cases of that kind where the delinquent would not be an officer of the company. The truth was that in addition to the commission of the acts of misfeasance and breach of trust defined by the section, the person must be shewn to be an officer of the company. In the present case he had only to decide whether the persons sought to be made liable were or were not officers of the company. It was not denied that the duties of the auditors were such that they might be guilty of misfeasance or of breaches of trust. But it was said that they were not within section 10 because they were not officers of the company. The case had been brought forward in argument of an accountant called in to report to a committee of shareholders on the financial condition of a company. It had been said that there was no difference between that case and the case of an auditor appointed by the company. He had to decide whether an auditor reporting to a committee of investigation would or would not be an officer within the section. It was safer not to express an opinion. Whatever might be the position of such an accountant his position was very different from that of the auditors in the present case What was the position of an auditor under articles such as those in the present case. He was not a person called in according as he was wanted or not wanted. He was appointed in each year. Without his appointment the business of the company could not be carried on in any year. So far from being a person occasionally employed, he was a person appointed to perform duties without which, according to the articles, the company could not go on or the directors perform their duties. More than that, under these articles the auditor had to act in conjunction with the directors. It was true that auditors were appointed to be a check upon the directors, but the auditors and directors had to do acts without which the business of the company could not be carried on. The auditors had to check the balance sheet and report and perform the duties set forth in the articles. He wished to say generally of auditors that had such duties to perform that they were officers of the company, and he was glad that the conclusion he had arrived at was in accordance with the judgments of the Court of Appeal in *Re London and General Bank (supra)*. Kay, J., there said: "I wish to guard myself against being understood to hold that in every case of a joint stock company the auditor employed by the joint stock company is an officer of the company." Lord Justice Kay wished to guard himself against saying that in no case could an auditor be an officer of the company. Kay, L.J., went on to say: "I can quite conceive that there may be cases of a joint stock company who call in an auditor to make a particular audit where the auditor called in could not properly be treated as an officer of the company." The Lord Justice does not say that the case of an individual audit, such as a report to a committee of investigation would make the person reporting an officer of the company. His lordship did not understand that he was asked to conclude that in the case of the *London and General Bank* the auditor was held to be an officer of the company because of the provisions of the Companies Act, 1879. That did not seem to him to be the ground of the decision of the Court of Appeal. He could not see what prevented the auditors in the present case from being officers of the company. It was said that they were paid fees, but so were the directors. It was said that they were not appointed permanently, but that was the case with the directors. Having regard to the articles of the present company he had come to the conclusion that the auditors in the present case were officers of the company, but he did not limit himself to saying that, and he should, therefore, say why they were officers of the company. He thought they were so because they had to perform a duty prescribed by the articles, a duty which they had to perform in conjunction with the officers of the company, and which, as appeared by the articles of the company, would be necessary as the basis of the action of the shareholders in reference to the declaration of a dividend. He could not conceive why such persons as these auditors should not be officers of that company. It was said that the bankers and solicitor of the company were not officers of the company. But bankers and solicitors had not ordinarily to perform duties prescribed by the articles of the company.—COUNSEL, *Swinfen Eady*, Q.C., and *Eve*, Q.C.; *Cozens-Hardy*, Q.C., and *W. D. Rawlins*. SOLICITORS, *Collyer-Bristow, & Co.; Robbins, Billing, & Co*,

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

REG. *v.* LICENSING JUSTICES OF ANGLESEA—25th October.

LICENSING—GENERAL ANNUAL MEETING—ABSENCE OF OPPOSITION—RIGHT TO RENEWAL—ADJOURNMENT OF MEETING—POWERS OF JUSTICES—LICENSING ACT, 1872 (35 & 36 VICT. c. 94, s. 42).

Judgment was given in this case, which had been argued before Hawkins, J., as vacation judge. The application was by Mrs. Jane William for a *mandamus* to the licensing justices of Anglesea commanding them to hold a further adjournment of the general annual licensing meeting, and at such further adjournment to hear and determine her application for a renewal of a licence she had previously held to sell intoxicating liquors at Trefadog Ferry Inn, Holyhead. The annual licensing meeting for the division in which the inn is situated was held on the 21st of August. Mrs. Williams attended that meeting, having received no previous notice of any opposition to her licence. Before commencing the business of the day, the licensing justices assembled in their private room, and there decided to postpone the consideration of several licences, including that of the inn in question, until the adjourned licensing meeting. On the justices entering the court, the chairman announced that the question of granting those licences was so postponed, but it was not stated that either the justices or any other person had made objection to the renewal of the licence of the applicant, nor was any reason given for the postponement. The adjournment day was fixed for the 25th of September. On the 26th of August the clerk of the justices wrote to Mrs. Williams a letter informing her that an objection had been made to the renewal of her licence (but not stating by whom), and that it would be heard and considered at the adjourned meeting. Shortly afterwards the chief constable wrote to the applicant stating that, by direction of the licensing justices, he gave notice to her to attend at the adjourned licensing meeting, at which meeting he would object to the renewal, and stating generally the grounds of his objection. At the adjourned meeting it was urged for the applicant that the justices could not entertain the objection—first, because no objection had been made to the renewal in open court on the day of holding the general annual meeting; secondly, that no order had been made for the applicant to attend the adjourned meeting. These contentions were overruled, and the justices, after hearing evidence in support of the objection, refused the licence.

HAWKINS, J., in the course of a considered judgment, said:—The case presented by the applicant is that no notice of objection had been served on her before the commencement of the annual licensing meeting, nor was any objection made at that meeting, and that, therefore, the justices had no jurisdiction to adjourn the consideration of the licence, but ought to have renewed it at once as a matter of right. If the absence of such notice or objection on or before the day appointed for the holding of the general annual meeting would entitle her to the renewal she sought, the question to be solved would in a great measure depend upon whether what took place in the justices' private room, coupled with the announcement in court, amounted to an objection such as that contemplated by the proviso in section 42 of the Licensing Act, 1872. This question, notwithstanding the cases cited on the part of the justices—*Reg.* v. *Farquhar* (L. R. 9 Q. B. 258), and *Reg.* v. *The Justices of Merthyr Tydfil* (14 Q. B. D. 584)—I should have felt great difficulty in answering in the affirmative, because, though I should of course have followed those cases had they judicially decided the question, I do not look upon them as having done so. In the present case I do not think that that which took place in the private room of the justices can be said to amount to an objection as contemplated by the proviso to section 42 of the Licensing Act, 1872. In the first place, it was a mere determination to adjourn the licence; and secondly, I do not think the justices can object under the authority of the proviso. The second sub-section of section 42, to my mind, has application to objections made by persons other than the justices. The earlier part of the sub-section points out what is required to be done by objectors who claim to put themselves in a position to be heard in opposition to the licence at, or at any time after, the commencement of the annual meeting. The proviso admits of objections being made at any time during the meeting, subject to the provision made for giving the applicant for the licence an opportunity of being heard when the justices come to consider the matter. It could not have been in the contemplation of the Legislature that justices would or might be objectors under that sub-section, for the justices are the only persons to whom an objection can be made; they are the only persons required to take action upon it, and they are the only persons who dare to hear and determine it. In so doing they act judicially. It is difficult to suppose that those by whom this enactment was passed intended to depart so far from one of the first principles of justice, that no man shall adjudicate upon his own case. Yet it would be so if justices were allowed to adjudicate upon their own objections, made to themselves. The language of the proviso, "on an objection

being made," can only mean made to the justices. In saying this much I have confined myself strictly to objections under the 42nd section. Assuming, however, my view to be incorrect, and that the justices may be objectors within the meaning of the proviso, then I think they must make their objections in the same way that other persons are required to make them—namely, in open court. That other persons are so required to make their objections was expressly decided in *Reg.* v. *Merthyr Tydfil Justices*, but in so deciding the court expressed no opinion that a different rule applied to justices, nor is there, as far as I can see, any reason why all objections made under section 42 should not be governed by the same rule. This case, however, depends upon the much broader question whether the licensing justices have vested in them an almost unlimited discretion to adjourn from time to time, as they may think fit, the consideration of any renewal, as to the propriety of granting which they may *bond fide* entertain doubt or suspicion, with a view to making inquiries as to the circumstances which have occasioned such doubts, and, if they turn out to be, in the opinion of the justices, groundless, to throw them aside; but, if otherwise, to require the presence of the applicant to offer what argument or evidence he can against them, and then to decide whether to grant or refuse the licence. To my mind it is immaterial whether the justices act in such respects upon and because of objections actually made by others, which they are bound to entertain, or whether they so act under the powers of investigation vested in them to enable them to exercise the discretionary powers intrusted to them. By the concluding words of section 42 it is enacted that, subject to that section, "licences shall be renewed, and the powers and discretion of justices relative to such renewal shall be exercised as heretofore." Having regard to the Alehouse Act, 1828, ss. 1, 3, and 9, I cannot doubt that under section 3 the general annual licensing meeting continues for all purposes of granting or refusing licences from the moment of its commencement until the last moment of the adjourned meeting or meetings as if they formed one single day, and that not only may a licence be granted at any of them, but an objection to a licence may also be made at any time during the continuance of them, unless in the meantime the licence has been granted. Having regard to the position in which licensing justices are placed, and the duties imposed upon them, I think that not only have they the powers I have mentioned, but it is their duty to use them. Of course, such powers must be exercised during the existence of the annual meeting and the adjournments of it; and before any licence is refused they ought always to give the applicant an opportunity of being heard. I confess I see no objection to the justices meeting in their private room, not to receive objections made to them by others, but to discuss among themselves the expediency of adjourning for future consideration particular licences as to which they feel that discussion is necessary. I have already said that if formal objection, such as contemplated by the proviso in section 42, can be made by the justices, and they desire to make it, it ought to be made in open court. But if the discussion in their room is merely for the purpose of settling whether they shall adjourn to satisfy themselves whether they ought to require the attendance of an applicant, under sub-section 1 of section 42 of the Act of 1872, or section 26 of the Act of 1874, or to take steps to have a full investigation of a matter affecting the renewal, I can see no objection to their so doing. I can imagine that in many cases it would be more in the interests of the applicant that such a course should be pursued, and that the matter should be discussed in a private room rather than in open court. The instant, however, a complaint is formally made, the applicant ought to have notice of it, and a full opportunity afforded him to meet it. How, then, stands the case? The justices were bound to adjourn the general meeting, and accordingly they adjourned it till the 25th of September; the adjournment meeting was but a continuance of the general meeting. In law they were one and the same meeting. The justices had a right if they thought fit to adjourn the consideration of the renewal. They did so. Before the determination of the general annual meeting—that is, between the commencement of it and the adjournment—notice of objection was served on the applicant. There was no irregularity in that. For an objection at any time during the meeting is recognized by the proviso in the 42nd section. With the notice of objection the grounds of objection were stated, and the applicant required to attend on the day when the matter was to be heard. She did so attend with her solicitor. Evidence was taken on oath. Everything was heard by the justices, and their judgment was to refuse the renewal. They fully heard and determined the objection. I think they had jurisdiction to do so. (See *Reg.* v. *Howard*, 23 Q. B. D. 502.) The *mandamus* asked for must, therefore, be refused with costs. *Mandamus* refused.—Counsel, *A. Powell*; *C. A. Russell*. Solicitors, *Dunkerton & Sons*; *Peacock & Goddard*.

[Reported by T. R. C. Dill, Barrister-at-Law.]

Bankruptcy Cases.

Re **MORGAN**, *Ex parte* **TURNER**—Q. B. D., 28th and 29th October.

Bankruptcy—Assignment of Debt—Notice of Act of Bankruptcy—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 4, ss. 1 (g), s. 49 (2).

This was an appeal from a decision of his honour Judge Harris Lea, in the county court at Hereford, holding that an assignment by the bankrupt of a debt due to him, to the appellant, was taken by the appellant with notice of an act of bankruptcy, and was consequently void. The facts were as follows:—Upon the 12th of March, 1895, the appellant, Turner, sold to the bankrupt Morgan seventy bullocks, for which Morgan gave a cheque dated the 13th of March, which was dishonoured on the 14th of March. Upon the 13th of March Morgan resold the seventy bullocks to one Terry, who paid him by cheque; but, upon hearing rumours of Morgan being in an insolvent condition, got back the cheque before it was cashed, thus remaining indebted to Morgan for the price of the bullocks. Upon the 14th of March Morgan wrote to the manager of his bank, stating that he could not go on, and asking him to see his solicitor Philpin, and instruct him to prepare a notice calling a meeting of his creditors for the 19th of March. Philpin prepared the notices, but, as a matter of fact, they were never sent out. Upon the 15th of March Turner called upon Philpin, who told him that he had prepared notices calling a meeting of Morgan's creditors, but did not tell him that Morgan had written to the bank manager stating that he was about to suspend payment. Turner thereupon wrote to Terry, stating that Morgan was "compounding with his creditors"; and, upon hearing from Terry that he had not paid Morgan for the bullocks, went, on the 20th of March, to Morgan, and made him execute an assignment of Terry's debt. In the court below it was contended that Turner knew of Morgan's letter to the bank manager, which was an unqualified notice to a creditor that the debtor was about to suspend payment of his debts; but this contention was abandoned by the respondents upon the appeal, who sought to fix the appellant with notice of an act of bankruptcy by reason of the following answer given by him under cross-examination: "Philpin told me that Morgan had given him instructions to call his creditors together because he could not pay his debts."

Vaughan Williams, J., allowed the appeal, holding that what Philpin told Turner did not amount to notice of an act of bankruptcy by Morgan. The act of bankruptcy alleged was that contained in section 4, sub-section 1 (*b*), of the Bankruptcy Act, 1883: "If the debtor gives notice to any of his creditors that he has suspended or is about to suspend payment of his debts." Such notice, to be effectual, must be made either by the debtor himself, or by his agent authorized so to do to a creditor. In this case it could not be maintained that Philpin had authority to give such notice to Turner. All that Philpin had been instructed to do was to prepare a notice calling a meeting of creditors for a date which had not arrived at the time of his conversation with Turner. The authority to issue this notice might have been recalled at any time prior to the day of meeting, and that, in fact, was done in this case. The result of Turner's conversation with Philpin merely was that he gained the knowledge that the debtor intended to commit an act of bankruptcy, but no notice that he had committed an act of bankruptcy, and the assignment of Terry's debt was consequently taken without notice of an act of bankruptcy, and was valid.

Kennedy, J., concurred, holding that Philpin had no authority to give Turner notice that Morgan was about to suspend payment of his debts.—Counsel, *Muir Mackenzie*; *Gwynne James*. Solicitors, *A. Hunt*; *H. P. Davies*.

[Reported by P. M. Francke, Barrister-at-Law.]

LAW SOCIETIES.

BARRISTERS' BENEVOLENT ASSOCIATION.

The Speaker of the House of Commons presided last week in the Middle Temple Hall over the annual meeting of the Barristers' Benevolent Association.

The hon. secretary, Mr. Edmund Macrory, Q.C., read the report of the committee of management for 1894-95. The report was for the eighteen months ended the 30th of June last, and stated that the donations received amounted to £1,614 6s., and the annual subscriptions to £2,045 6s. Forty-five members joined the association as annual subscribers, and eighteen members increased their subscriptions, making a total of £91 12s. 6d. The loss from deaths and withdrawals was £76 4s., so that the actual gain to the association was £15 8s. 6d. The association now consists of 777 members.

The Speaker, in moving the adoption of the report, said the object of the association was to assist necessitous and deserving persons who were barristers, special pleaders, or conveyancers, and their widows and children. That was a purpose which would commend itself to them all, and would command the support of all, and command it, he hoped, in proportion to the means at the disposal of each member of the profession. As regarded the distribution of the funds, there was, he was sure, no benevolent institution in the United Kingdom which was administered with more efficiency, judgment, and economy, and those who contributed might rest assured that their gifts would be bestowed for the best possible purpose and in the best possible manner. No deserving application failed, as far as money permitted, of obtaining relief, and the difficult and delicate task of distribution was discharged in the most admirable way. The committee, in whom the most implicit confidence was necessarily placed, was a large one, with a view of enabling the members to be in touch with every section of the bar, so that when an application was made there was sure to be one or other in a position to know the circumstances, or at least to discover where information was to be obtained. In this respect the association was in a much better position than most charitable organizations. The changes in the composition of the committee were also infrequent, so that one of its great merits was the experience thus gained in the work of befriending the unfortunate.

Sir R. T. Reid, in seconding the motion, observed that nothing so tended as a work like this to foster that spirit of brotherhood in the profession which was the source of all their strength.

The resolution was unanimously carried.

On the motion of Mr. Justice Mathew, seconded by Mr. McCall, Q.C., the committee of management for the ensuing year was appointed.

Lord JAMES moved a vote of thanks to the Speaker, and Judge BAGSHAWE seconded the resolution, which was heartily passed.

The SPEAKER briefly acknowledged the compliment, and the proceedings came to an end.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 16th and 17th of October, 1895:—

Anderson, Andrew Stewart
Ashton, Frank
Barker, Charles Edward
Barker, Leonard Edward Crossman
Barrington, Walter Bernard Louis
Bendall, Archibald Shaw
Bright, Geoffrey Lindop
Brodziak, Leslie Myer
Brooks, George Bertie
Burgess, Henry George
Byrne, Albert John Henry
Charlesworth, Edwin
Clarke, Eric
Clayton, Walter
Cohen, Arthur Saville
Collis, Frank
Cozens, Edgar
Creed, Herbert Bricknell
Crompton, Percival Mason
Cushman, Frederick William Adcock
Dalton, Arthur Claud
Dean, Charles Frederick Ellis
De Saram, Leslie William Frederick
Dodsworth, George Newbould
Edington, Robert Pyne
Ellison, Sydney Frederick
Ferns, John Ashley Killer
Fortescue, Alexander John
Fortescue, Edward Claude
French, William Douglas
Gates, Thomas I'Anson
Gray, Bertram Parrott
Griffiths, Thomas William
Hale, Frederick Lyonel
Hales, Ernest William
Hall, Benjamin
Hanscombe, Arthur Alan
Harris, Bishton Gordon
Harvey, William Herbert Arthur
Haslett, Sidney
Hay, James Kerr
Heath, Frederick Percy
Hemsley, Alexander Guy
Henderson, Philip Maclagan
Hertslet, Warren Eccles
Hunt, Harold
Hutley, Alfred
I'Anson, Leonard Percy
Johns, Benjamin R.
Jones, Albert George
Jones, David Edward
Jones, Rhys Thomas
Knowles, William Stanley
Lewis, Alfred William
Lewis, Thomas William
Lock, Aubrey Duncan
Lockett, Robert Kerr
Maclean, Horace Malcolm
McConnell, George
Meek, Litchfield Thomas Cambage
Midgley, James Gledhill
Millar, William Robert
Mills, Edmund
Motum, Ernest Hill
Norman, Herbert Walter John
Oakley, John Gretton
Parrington, John Winfield
Phillips, Henry John
Prouse, George Turner
Pyman, Thomas English
Raine, William Edward
Rigbey, Wollaston John
Rosher, Claude William
Rowlatt, Henry Napier
Sabben, James William
Sharples, James
Shield, John Gilson
Smith, Charles Alfred
Smyth, Edward Percy
Suddards, Fred
Swarbreck, Bernard William
Trevor, Charles Tudor
Ward, Herbert Edward
Whitfield, Allan Bertrand
Williams, Owain Lloyd
Wood, Dudley Richard Hemsworth
Woodcock, Hugh Fraser Holme
Wyatt, Laurence John
Yonge, Philip Caynton

MICHAELMAS PASS EXAMINATION, 1895.

GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT, HELD AT GRAY'S-INN, 15TH, 16TH, AND 17TH OCTOBER, 1895.

The Council of Legal Education have awarded to the following students certificates that they have satisfactorily passed a Public Examination:—

Arthur Claude Arnold, Inner Temple; Ram Asra, Middle Temple; Robert Frederic Bayford, Inner Temple; George Beach, Middle Temple; Douglas Blyth Binning, Middle Temple; Cecil Arthur Verner Bowra, Inner Temple; Philip Lindsay Buckland, Inner Temple; Frederick Maslin Beilby Carter, Lincoln's-inn; Robert Bertram Keough Christian, Lincoln's-inn; Ronald Sherwin Holden Stuart Rae Colt, Inner Temple; Charles Stafford Crossman, Lincoln's-inn; Edward Wingfield Douglass, Middle Temple; Robert Hay Dun, Inner Temple; George Thomas Edwards, Inner Temple; Charles Edwin Dey Farnum, Lincoln's-inn; Nasir Uddin Hossan, Middle Temple; Patrick Francis Hunter, Inner Temple; Thomas Hynes, Gray's-inn; Norman Wright Kemp, Inner Temple; Mohammed Ishaq Khan, Middle Temple; Evan James MacGillivray, Inner Temple; William Kenneth Seaforth Mackenzie, Inner Temple; Arthur Henry Marshall, Lincoln's-inn; Reginald Haes Martin, Middle Temple; James McGillicuddy Mecredy, Gray's-inn; Binod Chunder Mitter, Lincoln's-inn; Herbert Nield, Inner Temple; Charles Harold Perrott, Inner Temple; John Cosmo Stuart Rashleigh, Inner Temple; Nanabhoy Nasarvanji Saher, Gray's-inn; Gostendra Das Seal, Middle Temple; Thomas Joseph Strangman, Middle Temple; Percy Tindal-Robertson, Inner Temple; Chhaganlal Haridas Vora, Lincoln's-inn; Marshall Denham Warmington, Middle Temple; and Edward Henry Wright Weaver, Inner Temple.

The following students passed a satisfactory examination in Constitutional Law and Legal History:—

Gokal Chand Badhwar, Lincoln's-inn; Arthur Alison Barnard, Inner Temple; Harry Barnston, Inner Temple; Hashmatrai Alumal Bhojvani, Middle Temple; Robert James Burns, Inner Temple; Herbert Burr, Middle Temple; Henry Curteis Burra, Inner Temple; Marston Frank Buszard, Inner Temple; Chichester Crookshank, Gray's-inn; Herbert Davey, Middle Temple; Charles Nathaniel Tindale Davis, Inner Temple; Alexander Thomas Dawson, Middle Temple; Frederick Lawrence Dawson, Middle Temple; William José de Freitas, Middle Temple; Alexander Karley Donald, Gray's-inn; George Henry Dorrell, Middle Temple; Raghoba Mahadava Doye, Lincoln's-inn; Edward Herbert Merivale Drury, Inner Temple; Harish Chunder Dutt, Inner Temple; Arthur William Grant, Lincoln's-inn; Douglas Grierson, Inner Temple; Copley Delisle Hewitt, Inner Temple; Charles James Higginson, Inner Temple; Theodore Byron Hope, Inner Temple; Charles Fraser Hornsby, Lincoln's-inn; James Percival Hughes, Middle Temple; Mohammed Ibrahim, Middle Temple; Thomas William Jones, Middle Temple; Rahimkhan Karim Khan, Lincoln's-inn; George Edward Leon, Lincoln's-inn; Frederick William Mander, Lincoln's-inn; Harold Mather, Lincoln's-inn; David Maughan, Lincoln's-inn; Malcolm McCraw, Middle Temple; S. Jahandar Meerza, Lincoln's-inn; Nagendra Chandra Mitra, Lincoln's-inn; Naoroz Hormusji Naoroji Mody, Middle Temple; Kashmiri Mull, Middle Temple; Frederick George Parsons, Lincoln's-inn; Alexander Pulchérie Pierre, Lincoln's-inn; Behari lal Rai, Inner Temple; Syed Mohammed Reza, Middle Temple; Arthur Rickett, Middle Temple; Henry Herbert Riley-Smith, Lincoln's-inn; Alexander Adair Roche, Inner Temple: Ernest Malet Vaughan Roderick, Inner Temple; Charles Frederic Rumboll, Inner Temple; William North Symonds, Inner Temple; Willie Jack Trevor Turton, Middle Temple; Isaac Petrus Van Heerden, Gray's-inn; Herbert Millingchamp Vaughan, Inner Temple; John Bannerman Wainewright, Lincoln's-inn; John Patrick Walsh, Lincoln's-inn; Charles Holwell Ward, Inner Temple; Allan Cyprian Bourne, Lincoln's-inn; and Arthur Edward Wilberforce, Middle Temple.

The following students passed a satisfactory examination in Roman Law:—

Oliver Arthur Villiers (Lord) Ampthill, Inner Temple; William Edward Barber, Gray's-inn; George Alexander Blair, Middle Temple; Henry Rickards Bramley, Inner Temple; Edmund Williams Tom Llewelyn Brewer, Inner Temple; Frank Brough, Middle Temple; Charles Arthur Bury, Lincoln's-inn; Devi Dayal, Lincoln's-inn; William Victor Degazon, Lincoln's-inn; George Francis Wentworth Luke Dillon, Middle Temple; Robert Ellis, Inner Temple; Frank Swanzy Essein, Inner Temple; Albert Farrar Gatliff, Middle Temple; Syed Hasan, Inner Temple; Ali Akbar Hussanally, Gray's-inn; Taherali Mahomedali Kajiji, Lincoln's-inn; Syed Ali Karim, Lincoln's-inn; Samuel Emanuel Kaye, Lincoln's-inn; Abdul Kadir Khan, Middle Temple; Malcolm Laing, Lincoln's-inn; Harold Graham Clifton Marsh, Middle Temple; Syed Ahmad Nawab, Lincoln's-inn; Josiah Oddy, Middle Temple; Devchand Uttamchand Parekh, Middle Temple; Robert Stanley Patterson, Middle Temple; Frank Walter Raffety, Middle Temple; Miguel Francisco Ribeiro, Lincoln's-inn; George Glas Sandeman, Inner Temple; Walter Leopold Seligman, Inner Temple; Sheikh Shamsuddin, Lincoln's-inn; Richard Jervis Statham, Inner Temple; Henry William Steele, Inner Temple: Harold Steed Stowe, Middle Temple; Alfred Taffs, Middle Temple; Thurlow Richardson Ubsdell, Inner Temple; Hector Richard Henry Van Cuylenburg, Gray's-inn; Gerald Philbrick Walker, Middle Temple; and Eustace Gordon Woolford, Middle Temple.

The following students passed a satisfactory examination in Roman Law and Constitutional Law and Legal History:—

Syed Wasiuddin Ahmed, Middle Temple; Norman James Black, Middle Temple; Kumud Nath Chaudhuri, Lincoln's-inn; William Lyle Galbraith, Lincoln's-inn; Shaikh Ahmed Hassen, Lincoln's-inn; Augustine Henry, Middle Temple; Nicholas Patrick Murphy, Inner Temple; Samuel Henry Ramsden, Inner Temple; and William Llewellyn Williams, Lincoln's-inn.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 5, 1895. Chairman: Mr. Arthur E. Clarke. The subject for debate was—"That this society welcomes the return of the Unionist party to power." Mr. Archer M. White opened in the affirmative; Mr. C. Herbert Smith opened in the negative. The following members also spoke:—Messrs. Wheeler, Daniell, Hair, Tebbutt, Leader, Mellior, Smith, Wilkinson, Watson, and Giveen. The motion was carried by eight votes. The subject for debate at the next meeting of the society on Tuesday, the 12th day of November, is: "That the case of *Great Northern Railway Co.* v. *Palmer* (1895, 1 Q. B. 862) was wrongly decided."

INCIDENCE OF THE POOR RATE.

The following paper was read by Mr. R. F. LOCKEMBER (Tiverton) at the recent Liverpool meeting:—

The subject of my paper is one which I hope you will consider may not unprofitably occupy our attention for a few minutes at a time when we are promised important social reforms by a new Parliament, foremost amongst which will, no doubt, be measures for the amelioration of the condition of the deserving poor, and providing for the unemployed, whose position in the changing conditions of our commercial and international life seems likely more than ever to require from time to time the exercise of the most judicious thought that can be given to it. I take it that, by our municipal law, as

well as by the natural law, every person in want has a right to relief, or, what is equivalent to it, to be provided with work by the community of which such person forms a unit, and, as the contemplated changes will, no doubt, increase considerably the poor rate, it becomes desirable to ascertain whether its present incidence is just, or whether, as I shall endeavour to shew, it is anomalous and inequitable. It is necessary then, for my purpose, to give a short history of the poor rate, which is not without interest. The poor of England till the time of Henry VIII. subsisted entirely upon private benevolence, the monasteries which he dissolved being their principal resource. Blunt, in his standard book on the Reformation of the Church of England, tells us that the result of this dissolution was to form a large body of almost starving people by the ruined monks, and those who had been maintained by them, either in labour or charity; and Blackstone informs us that the monastic institutions had supported and fed a very numerous and very idle poor, whose sustenance depended upon what was daily distributed in alms at the gates of the religious houses. He adds that, before the total dissolution of the monasteries, the inconvenience of thus encouraging the poor in habits of indolence and beggary was quickly felt throughout the kingdom, and many Statutes were passed in the reign of Henry VIII. and his children for the providing for the poor and impotent, which the preambles recite had of late years greatly increased. The poor were principally then, as now, of two classes: sick and impotent, and, therefore, unable to work; idle and sturdy, and therefore able, but not willing to exercise any honest employment. To provide in some measure for both of these in the metropolis, Edward VI. founded three royal hospitals, Christ's and St. Thomas's for the relief of the impotent, and Bridewell for the punishment and employment of the vigorous and idle, and ultimately by Statute 43 Eliz. cap. 2, which is regarded as the foundation of the modern poor law, overseers were appointed in every parish, the churchwardens being *ex officio* of their number, and their office and duty, according to the same statute, were, in the somewhat peculiar phraseology thereof, as follows:—"To raise weekly by taxation of every inhabitant, parson, vicar, or other, and of every occupier of lands, houses, tithes impropriate, propriations of tithes, and coal mines in the same parish, in such competent sum and sums of money as they shall think fit, a convenient stock of flax, hemp, wool, iron, thread, and other necessary ware and stuff to set the poor on work, and also competent sums of money for and towards the necessary relief of the lame, impotent, old, blind, and such other among them being poor and not able to work, and also for putting out of poor children to be apprentices, to be gathered out of the same parish according to the ability of the same parish." Under this statute the poor rate has been made up to the present day, although by the 37 & 38 Vict. c. 54, s. 1, the property chargeable with the rate is to include:—"Plantations, woods, and underwood not subject to right of common, sporting rights when severed from the land, and mines of all kind not mentioned in the former statute." It will be observed that by the Statute of Elizabeth "every inhabitant" of the parish shall be taxed to the poor rate—*i.e.*, every person permanently residing and sleeping in the parish. Formerly every person residing in a parish might have been rated there in respect of visible property, locally situate in the same parish, and producing profit. He was rateable for his stock-in-trade within the parish, for it was local and visible property of which he made profit. So he was formerly rateable for a ship of which he made profit if its place of domicile were within the parish in which he resided, and in one of our northern ports ships are still rateable to the poor rate under a local Act; but by 3 & 4 Vict. c. 89, overseers are prohibited from taxing any inhabitant of a parish as such inhabitant "in respect of his ability derived from the profits of stock-in-trade, or any other property, for or towards the relief of the poor," but that was not to affect the liability of any parson, or vicar, or of any occupier of lands, houses, tithes impropriate, propriations of tithes, or coal mines, to be taxed for the relief of the poor. This Act, which was temporary, has since been continued from time to time by various Acts. The object of course of the Statute of Elizabeth was simply to make provision for the maintenance of the poor, but modern statutes have imposed many additional burthens of a different character on the poor rate, whilst it is true there have been some small subventions from the imperial revenue in aid thereof. The extent of these changes is shewn by the few following statistics, which I have gathered from that wonderful compendium of information, "Whitaker." It is there stated that the sum raised by poor rates during the year ended Lady Day, 1893, was £16,551,406, the receipts in aid inclusive of Treasury subventions amounting to £2,439,715, forming a total receipt of £18,971,121. Of this amount £9,398,024 was expended for other purposes than the relief of the poor, the payments towards the county, borough, and police rate, for instance, amounting to £6,730,977, to highway boards £837,804, while the School Boards received £272,849. Other payments are made out of the poor rate, the actual relief of the poor during the year ended Lady Day, 1893, amounting to 6s. 3½d. per head of the estimated population, while the sum levied as poor rate during the same period was equal to a rate of 11s. 3d. per head. It thus appears that real property is almost exclusively chargeable with the burthen of maintaining the poor and with other charges and taxation of a national character, particularly the cost of compulsory free education, and this, too, in the face of the enormous growth of personal property in the past 300 years. At the time the poor rate was imposed, there was scarcely any property other than that mentioned in the statute, and therefore *ex necessitate rei* the charge was laid on real property. At that period there was scarcely any personal property, there was no income derivable from the interest on a national debt, no railway or other company's bonds or shares, no foreign loans, very little commerce (Liverpool at that time was a place with 1,000 to 1,500 inhabitants only), no industries, scarcely indeed any of the numerous sources of income from personal property which now exists; even the implements of agriculture were of the most primitive kind, and of little pecuniary value; money itself was of small account (the Bank of England was not founded till 1694, nearly 100 years afterwards), and of so little importance was personal property that it could be disposed of by a parol will. But now how different! the profits of trade alone in this country for the year 1892 and 1893, according to the assessment of the income tax, amounting to £579,101,964, whilst the assessment of lands had fallen to £56,969,940. Such a state of things as throwing the whole burthen of the poor rate on this latter description of property seems to me in itself indefensible and unjust, but when the agricultural interest is so heavily handicapped by foreign competition, as it is at present, and when the accumulation of personal property must in its getting inevitably throw additional charges on the poor rate and increase it very much, the grievance I have endeavoured to point out cries aloud for relief, and I trust this Parliament will not be slow in affording a remedy, by adopting some well-devised plan, whereby those who derive their income from personal property shall bear a just portion with those who derive it from real property of the burthen of the poor rate. Privileged as I am to read this paper in this great and ancient municipality of Liverpool, now one of the largest seaports in the world, I cannot, in conclusion, but express a hope that it may not have been written in vain—rather, in the words of our late Poet Laureate, in his ode to "Britain"—

> But, by degrees to fulness wrought,
> The strength of some diffusive thought
> Hath time and space to work and spread.

LEGAL NEWS.

OBITUARY.

By the death of Mr. Charles Browne, barrister, a very well-known figure at the Chancery bar has passed away. Mr. Browne was educated at Wadham and Worcester, Oxford, where he had a distinguished career. He was called to the bar in 1846, and practised at the Chancery bar until a few months ago, when he retired through ill-health. He had a considerable and varied practice. He was also an authority on ecclesiology and kindred subjects, and a member of many learned and scientific societies. As the *Times* has stated, he was, previously to his retirement, with one exception, the barrister of longest standing in practice at the Chancery bar.

APPOINTMENTS.

Mr. Badrudin Tyabji, barrister-at-law, who now holds the appointment of Acting Judge of the High Court of Bombay, has been appointed a judge of that court, in the room of Mr. Justice C. F. Farren, who was recently appointed Chief Justice of the same court.

Mr. Arthur Strachey, barrister-at-law, and Public Prosecutor to the Government of the North-Western Provinces and Oudh, has been appointed a Judge of the High Court of Judicature at Bombay, in the place of Mr. Lyttelton Holyoake Bayley, who has vacated that office.

INFORMATION WANTED.

To Solicitors and others.—Will any person who prepared a Will for George Atkins Rendall, late of 63, Old Broad-street, London, and of Egham, Surrey, Gentleman, deceased, or any cousin of George Atkins Rendall, kindly communicate with Hind and Robinson, 2, Stone-buildings, Lincoln's-inn, or with Lock and Reed, Solicitors, Dorchester?

Re the Reverend R. M. Jones deceased.—Any solicitor or other person who may have at any time made (or attested) any Will for the Reverend Robert Morgan Jones deceased (formerly Vicar of Cromford), and late of the Dimple, Matlock Bank, is requested to communicate at once with Mr. James Potter, Matlock-bridge, Solicitor of the representatives of the deceased.

To Solicitors and others.—Re Miss Anna Elizabeth Cruttwell, deceased.—Any solicitor or other person holding or having prepared since 1889 a Will of Anna Elizabeth Cruttwell, late of Bath, spinster, who died at Bath, 16th October, 1895, is requested to communicate at once with the undersigned Solicitors for the executors under an earlier will.—Dated this 30th day of October, 1895.—Hunt, Williams, & Dickens, 5, Thurland-street, Nottingham.

GENERAL.

It is announced that Mr. Baron Pollock's cold was accompanied by some increase of temperature, and that he has been advised that he should not resume his judicial duties for the present.

On Monday last, before Mr. Justice Vaughan Williams, sitting in bankruptcy, Mr. Asquith, Q.C., the late Home Secretary, made his first appearance in the law courts as an advocate since he resigned office.

The *St. James's Gazette* affirms that the aggregate ages of sixteen of the English judges is 1,127, or an average age of 70. The Scotch Bench makes a very good second, but none of the Scotch judges have quite yet reached three-score years and ten.

There are stated to be only six appeals from the decisions of the various revising barristers who held courts to revise the lists of voters in September and October last. These appeals will be heard on Monday and Tuesday next before a court of three judges.

It is stated that the judges have fixed Thursday, the 5th of December next, at Lichfield, for hearing the petition presented against the return of Mr. Henry Charles Fulford, the member for the Lichfield Division of the

county of Stafford, and Thursday, the 28th inst., at Southampton, for hearing the petition presented against the return of Mr. Tankerville Chamberlayne and Sir John S. B. Simeon, the members for the borough of Southampton.

A "Managing Clerk" writes to the *Times* as follows:—"On Saturday last I had a summons in the Master's List for 10.30. I attended at chambers at 10.45, but up to 11.45 the senior master had not put in an appearance. The consequence was that I was compelled to leave without my summons being disposed of that I might attend other appointments which were thoroughly dislocated and delayed throughout the morning. At the time I left chambers there were thirty or forty gentlemen waiting for the master, and complaining not a little of the trouble and annoyance to which they were subject by his non-attendance. The master was in the building, as he was seen in the corridors, but took not the slightest notice of those awaiting to have their summonses disposed of. This is a matter of frequent occurrence on a Saturday, and is a source of considerable annoyance to busy men. In my case, by reason of the delay caused, I only obtained an injunction in an important matter as the clock struck two, and that only after a great deal of unnecessary haste and exertion."

The prospectus of the West Australian Joint-Stock Trust and Finance Corporation has been issued. The company has been formed for the purpose of carrying on the usual business of a Financial, Mining, and Exploration Corporation, more particularly in connection with the colony of Western Australia, and working in friendly relations with the principal corporations and houses engaged in West Australian mining. The capital of £250,000 is divided into 245,000 ordinary and 5,000 founders' shares of £1 each. The founders' shares take no profits in any year until after the ordinary shares have received 10 per cent.; all surplus profits being equally divided between the holders of the ordinary and of the founders' shares. The whole of the founders' shares and 50,000 of the ordinary shares have been applied for, and will be allotted in full. The remainder of the ordinary shares are offered at par, and an absolutely *pro rata* allotment will be made. The list of applications will close on Monday next.

Sale of Reversions, Life Policies, &c.—Messrs. H. E. Foster & Cranfield's 561st Monthly Periodical Sale of Reversions, Life Policies, and kindred Interests took place at the Mart, E.C., on Thursday, the 7th inst., and was very successful, all the lots offered except one being sold. Some extremely high prices were realized, several life policies being sold at prices ranging from 20 to 65 per cent. beyond the office surrender values, whilst the reversions were in good demand. The gross total of the sale amounted to £14,395.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Nov.....11	Mr. Leach	Mr. Bolt	Mr. Carrington
Tuesday 12	Godfrey	Farmer	Lavie
Wednesday.....13	Leach	Bolt	Carrington
Thursday.....14	Godfrey	Farmer	Lavie
Friday 15	Leach	Bolt	Carrington
Saturday 16	Godfrey	Farmer	Lavie
	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Nov.....11	Mr. Beal	Mr. Ward	Mr. Jackson
Tuesday 12	Pugh	Pemberton	Clowes
Wednesday.....13	Beal	Ward	Jackson
Thursday.....14	Pugh	Pemberton	Clowes
Friday 15	Beal	Ward	Jackson
Saturday 16	Pugh	Pemberton	Clowes

WINDING UP NOTICES.

London Gazette.—Friday, Nov.

JOINT STOCK COMPANIES.

Limited in Chancery.

Anglo-Colombian Agency, Limited.—Creditors are required, on or before Wednesday Dec 4, to send their names and addresses, and particulars of their debts or claims, to Benjamin Newstead, 3, Church passage, Guildhall yd. Williams & Co, Vestry House, Laurence Pountney hill, solors for the liquidator

Wright & Harrington, Limited.—Creditors are required, on or before Dec 2, to send their names and addresses, and particulars of their debts or claims, to Mr George Ernest Wright, at the address of his solr, Johnson & Co, 30, Waterloo st, Birmingham.

Russell Cotton Spinning Co, Limited.—By an order, made Oct 22, it was ordered that the voluntary winding up of the company be continued. Whitley & Co, Liverpool, solors for petner

FRIENDLY SOCIETIES DISSOLVED.

Adelphi Workmen's Club and Institute, Cardiff, Glamorgan. Oct 23

Barry Dock Independent Workman's Club and Institute, Barry Dock, Glamorgan. Oct 23

Barry Dock Marine Club and Institute, Barry Dock, Glamorgan. Oct 23

Barry Dock Mechanics' Club and Institute, Barry Dock, Glamorgan. Oct 23

Tonypandy Workmen's Club and Institute, Tonypandy, Glamorgan. Oct 23

Weston Hill Workmen's Club and Institute, Barry Dock, Glamorgan. Oct 23

London Gazette.—Tuesday, Nov 5.

JOINT STOCK COMPANIES.

Limited in Chancery.

Cobalt and Nickel Mining Co., Limited.—In Liquidation.—Creditors are required on or before the 3rd day of December to send their names and addresses with full particulars of their debts to Trayton Pagden Child, of 42, Poultry. Finch & Turner, Cannon st, Solicitor for the Liquidator.

William Hadley & Sons, Limited.—Creditors are required on or before the 18th day of December to send their names and addresses, and the particulars of their debts or claims to James Vine, 12, High st, Shrewsbury. Corbett, Worcester, Solicitor to the Liquidators.

Mersey Rubber Co., Limited.—Petn for winding up, presented Nov 2, directed to be heard Nov 13. W J & E H Tremellen, 33, Chancery ln, Solors for the petnr. Notice of appearance must reach the abovenamed not later than six o'clock in the afternoon of Nov 12.

North-West African Mineral Concessions, Limited.—Petn for winding up, presented Oct. 30, directed to be heard on Nov. 13. Matthew J. Jarvis, 107, London wall, solor. for the petitioner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov. 7

Union Manufacturing Co, Limited.—Creditors are required, on or before Wednesday, Dec 11, to send their names and addresses, and the particulars of their debts or claims, to James R. Lord, Town hall chmbrs, South parade, Rochdale. Standring & Co, solors for liquidators, Rochdale

Higginshaw Mills & Spinning Co, Limited.—Petn for winding up presented Oct 4, directed to be heard at the Assize Courts, Strangeways, Manchester, on Monday, Nov 18, at half-past ten. Ascroft & Maw, 22, Clegg st, Oldham. Notice of appearing must reach the abovenamed not later than two o'clock in the afternoon of Nov 16

FRIENDLY SOCIETY DISSOLVED.

Haxey Benevolent Society.—Vestry Room, Haxey, nr Rotherham, in Lincoln. Oct 26.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, Nov. 1.

Adkins, John Salmon, Helmdon, Northampton, Farmer Nov 30 Fairfax, Banbury

Ainsley, Henry, Clifton, Bristol, Commercial Traveller Nov 30 Williams, Cardiff

Ascough, Mary, Ripon, York Dec 1 Wise & Son, Ripon

Barns, William, St George's sq, Regent's pk Dec 3 Pardell & Canning, Mitre chmbrs

Bentley, Fanny, Minehead, Somerset Nov 12 Hole, Dunster Minehead

Bond, Ann, Weston super Mare Dec 21 Benson & Co, Bristol

Burgess, Henry Hardy, Stalybridge, Chester Dec 6 Eaton, Ashton under Lyne

Cotton, Hugh Benjamin, Magdalen College, Oxford Nov 30 Prideaux & Sons, Foster lane, E.C.

Coulson, Silas, Bourne, Lincs, Fruiterer Nov 7 Bell & Co, Bourne

Crow, George, Bradford, Commission Agent Nov 30 Trewaysa, Bradford

Davison, Peter Burn, Spennymoor, Durham, Innkeeper Dec 14 Brown, Newcastle upon Tyne

Dickinson, Sarah Ann, Piccadilly Dec 14 Gascoigne & Co, Essex st, Strand

Elliott, Martha Jane, Baldwins Keymer, Sussex Nov 30 Goodman, Brighton

England, Blanche Ellen, Soulderne Manor, Banbury, Oxford Nov 28 Woodcock & Co, Bloomsbury sq

Forbes, David Knight, Hillwood, West Hill, Sydenham, Merchant Nov 30 Russell & Co, New inn, Strand

Haigh, Mary Ann, Morley, Yorks Dec 17 Scatchard & Co, Leeds

Hartle, Francis, Sheffield, Comb Maker Nov 30 Robinson, Sheffield

Holland, Francis, Alnwick, Northumbrld Dec 6 Dickson & Co, Alnwick

Home, George Joseph Lombard, Quetta, Baluchistan, Lieutenant R N Dec 11 Wright, Lincoln's inn fields, W C

Kaye, Thomas, York, Licensed Victualler Nov 30 Freeman, Bradford

Lane, Alfred, 64 Tower st, E C, Wine Merchant Nov 25 Holden & Co, Hull

Luard, Jane Garnham, Witham, Essex Dec 1 Blood, Witham

Lynch, Jane Isabella, Chathill, Northumberland Nov 30 Witham & Co, Gray's inn sq, W C

Mattinson, Margaret, Overton, Brigsnorth, Salop Nov 30 T Postlethwaite & Son, Ulverston

McLoughlin, Louisa, Ashton under Lyne, Milliner Dec 10 Whitworth, Ashton under Lyne

Middleton, Charles, Halifax, Schoolmaster Dec 2 Wavell & Co, Halifax

Morgan, The Rev Edmund Henry, Cambridge Dec 24 Eaden & Spearing, Cambridge

Pattison, Robert Henry, Montford pl, Kennington Dec 20 C & E Woodroffe, Great Dover st

Rice, Robert, Birmingham, Wheelwright Nov 11 White, Birmingham

Richards, William, Ashby de la Zouch, Leics, Yeoman Dec 18 Smith & Co, Ashby de la Zouch

Rogers, Rev George, Gedney, Lincoln Dec 28 Foster, Aldershot

Saunders, Abraham, Longsight, Manchester, Carpet Warehouseman Jan 1 Roberts, Manchester

Seagar, Samuel, Gatestone rd, Upper Norwood, Esq Nov 30 Hewlett & Co, Raymond bldgs, W C

Schuyler, Mary Carlisle Murray, Royal Avenue, Chelsea Nov 26 Budd & Co, Austin Friars

Skelton, Richard, Ripon, York, Cordwainer Dec 1 Wise & Son, Ripon

Southon, David, Goudhurst, Kent, Butcher Nov 9 Hinds & Son, Goudhurst

Stanton, Henry, The Rev, Horrabridge, Devon Dec 10 Ellis & Co, Basinghall st

Taylor, William Hinds, Rotherfield, Sussex, Carpenter Nov 23 Sprott & Sons, Mayfield, Sussex

Tremayne, Humphrey, Helston, Cornwall, Grocer Nov 16 Paull, Truro

Watkins, Mary, Pershore, Worcester Dec 4 Hudson, Pershore

Williams, Thomas, Aberdulais, Glam, Estate Agent Nov 23 Williams, Neath

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 1.

RECEIVING ORDERS.

BAINBRIDGE, ANTHONY, Shap, Westmoreland, Labourer Carlisle Pet Oct 29 Ord Oct 29

BECKTON, ROBERT JOSEPH, Redcar, Yorks, Draughtsman Stockton on Tees Pet Oct 25 Ord Oct 29

BROCKHURST, WILLIAM, Ulcomb, Kent, Grocer Maidstone Pet Oct 28 Ord Oct 28

BUCKNALL, THOMAS PRICE, Bristol, Grocer Bristol Pet Oct 28 Ord Oct 28

CATTERMOLE, JOHN, Saxtead, Suffolk, Shoemaker Ipswich Pet Oct 25 Ord Oct 25

CHAPMAN, THOMAS STEPHENSON, Newcastle on Tyne Traveller Newcastle on Tyne Pet Oct 28 Ord Oct 28

CLEWS, THOMAS, Wolstanton, Staffs, Beerhouse Keeper Henley Pet Oct 30 Ord Oct 30

CLINTON, LEIGH RICHMOND, Willenhall, Staffs, Hairdresser Wolverhampton Pet Oct 28 Ord Oct 28

COLLIER, WILLIAM PAYNE, Halwell, Devon Plymouth Pet Sept 16 Ord Oct 29

DALY, CAROLINE SOPHIA, Harrington rd, South Kensington High Court Pet June 26 Ord Oct 28

DEVALL, JOHN, Scarborough, Painter Scarborough Pet Oct 26 Ord Oct 26

EDMUNDS, THOMAS, Lovett, Worcester, Farmer Kidderminster Pet Oct 26 Ord Oct 26

FANSHAW, ALEXANDER, jnr, Eckington, Derby, Fruiterer Chesterfield Pet Oct 28 Ord Oct 28

GARRINGTON, ARTHUR, Wednesbury, Builder Walsall Pet Oct 29 Ord Oct 29

GILKS, THOMAS, Wellingborough, Northamptonshire, Fruiterer Northampton Pet Oct 28 Ord Oct 28

GOOLD, LOUISA, Colwyn Bay, Denbighshire Bangor Pet Oct 29 Ord Oct 29

GOUNON, CAROLINE, Wigmore st, Dressmaker High Court Pet Oct 8 Ord Oct 30

GRANT, LEWIS ALEXANDER, Bootle, Lancs, Timber Merchant Liverpool Pet Oct 29 Ord Oct 29

GRIFFITHS, JOHN EDWIN, Cardiff, Grocer Cardiff Pet Oct 28 Ord Oct 28

HALL, GEORGE WILLIAM, Boston, Lincs, Cycle Manufacturer Boston Pet Oct 30 Ord Oct 30

HALIDAY, RICHARD, Halifax, Mason Halifax Pet Oct 28 Ord Oct 28

HEMSLEY, WILLIAM, Armley, Leeds, Plumber Leeds Pet Oct 29 Ord Oct 29

HEWITT, SAMUEL, Bradford, Packing case Maker Bradford Pet Oct 29 Ord Oct 29

HEYWOOD, PETER, Baguley, Cheshire, Grocer Manchester Pet Oct 29 Ord Oct 29

KIRBY, HAROLD, Bridlington Quay, Yorks, Confectioner Scarborough Pet Oct 28 Ord Oct 28

LEE, GEORGE HENRY, Doncaster, Provision Dealer Sheffield Pet Oct 30 Ord Oct 30

LEWIS, JOHN, Morecambe, Lancs, Commission Agent Preston Pet Oct 28 Ord Oct 28

LUBELSKI, ALEXANDER, Leeds, Dressmaker Leeds Pet Oct 26 Ord Oct 26

LYONS, AARON, Blaina, Mon, Furniture Dealer Tredegar Pet Oct 30 Ord Oct 30

MANN, JAMES, West Bridgford, Greengrocer Nottingham Pet Oct 29 Ord Oct 29

MILLER, WILLIAM SPENCER, Blackpool, Joiner Preston Pet Oct 30 Ord Oct 30

NEEDHAM, CLEMENT, Totley Bents, Derbyshire, Farmer Sheffield Pet Oct 30 Ord Oct 30

NIELD, JAMES, Crewe, Butcher Nantwich Pet Oct 29 Ord Oct 29

PERROTT, LEWIS, Nantymoel, Glam, Outfitter Cardiff Pet Oct 29 Ord Oct 29

PERRY, HOWARD JOHN, Walsall, Grocer Walsall Pet Oct 26 Ord Oct 26

POLSON, WILLIAM, Blackburn, Carter Blackburn Pet Oct 28 Ord Oct 28

PRATT, GEORGE, Hinckley, Leicestershire, Innkeeper Leicester Pet Oct 15 Ord Oct 29

SALISBURY, JAMES PUGH, Newport, Salop, Stationer Stafford Pet Oct 29 Ord Oct 29

SANDERS, ROBERT, Southsea, Frame Maker Portsmouth Pet Oct 30 Ord Oct 30

SCARBOROUGH, JOE, Halifax, Coal Merchant Halifax Pet Oct 28 Ord Oct 28

SIMPSON, JOHN PADGETT, Ripon, Yorks, Timber Merchant Northallerton Pet Oct 28 Ord Oct 28

SOWDEN, JOHN, St Blazey, Cornwall, Grocer Truro Pet Oct 28 Ord Oct 28

SUDDABY, ROBERT, Easthorpe, Southwell, Notts, Builder Nottingham Pet Oct 29 Ord Oct 29

TORRES, ANTONIO, and WILLIAM TORRES, Cardiff, Seamen's Outfitters Cardiff Pet Oct 29 Ord Oct 29

WALKER, HENRY, Darlington, Innkeeper Stockton on Tees Pet Oct 29 Ord Oct 29

FIRST MEETINGS.

BAINBRIDGE, ANTHONY, Shap, Westmrld, Labourer Nov 13 at 10.30 Off Rec, 29, Lowther st, Carlisle

BRANSON, ARTHUR, Eastbourne, Journeyman Carriage Maker Nov 11 at 2.30 Coles & Sons, Seaside rd, Eastbourne

BRENSE, FRANCIS HENRY, Cardiff, Grocer Nov 12 at 11 Off Rec, 29, Queen st, Cardiff

BROCKHURST, WILLIAM, Ulcomb, Kent, Grocer Nov 15 at 11.15 Off Rec, Week st, Maidstone

BROOKSHAW, HENRY, Eastbourne, Fish Salesman Nov 11 at 3 Coles & Sons, Seaside rd, Eastbourne

BUCKLEY, JOHN CHARLES, Church, Lancs, Cotton Manufacturer Nov 13 at 2 County Court house, Blackburn

BUTTERWORTH, THOMAS, Preston, Lancs, Provision Dealer Nov 8 at 2 Off Rec, 14, Chapel st, Preston

CARPENTER, ROBBY EDWARD, Burton on Trent, Architect Nov 9 at 11.45 Midland Hotel, Station st, Burton on Trent

CATTERMOLE, JOHN, Saxtead, Suffolk, Shoemaker Nov 12 at 2 Off Rec, 26, Princes st, Ipswich

CHAPMAN, THOMAS STEPHENSON, Newcastle on Tyne, Traveller Nov 11 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

COLLINS, WILLIAM HENRY ALBERT, Preston, Lancs, Captain Nov 8 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

DEACON, FREDERICK GEORGE Moss, Uxbridge rd, Hanwell, Builder's Foreman Nov 8 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

DENSHAM, GEORGE BEAVIS, Torquay, House Decorator Nov 11 at 11 Off Rec, 13, Bedford circus, Exeter

DUXBURY, WILLIAM ARTHUR, Padiham, Lancs, Journeyman Plasterer Nov 14 at 3.30 Exchange Hotel, Nicholas st, Burnley

ENTWISTLE, JAMES, Blackburn, Blacksmith Nov 13 at 2 30 County Court house, Blackburn

FANSHAW, ALEXANDER (jun), Eckington, Derbyshire, Fruiterer Nov 8 at 1.30 Angel Hotel, Chesterfield

FARRER, WILLIAM, Leeds, Commercial Traveller Nov 8 at 11 Off Rec, 22, Park row, Leeds

FOSTER, LAVINIA, Swansea, Milliner Nov 8 at 12 Off Rec, 31, Alexandra rd, Swansea

FOURACRES, GEORGE, Beckbury, Salop, Grocer Nov 13 at 12 County Court Office, Madeley

FURNISS, WILFRED, Sheffield, Wholesale Butcher Nov 8 at 2.30 Off Rec, Figtree lane, Sheffield

GILBERTHORPE, FREDERICK, Sheffield, Builder Nov 8 at 2 Off Rec, Figtree lane, Sheffield

GOODWIN, JAMES WILLIAM, West Bromwich, Staffs, Grocer Nov 15 at 2.5 County Court, West Bromwich

GREENHOUGH, JOSEPH, St Helen's, Lancs, Victualler Nov 12 at 2 Off Rec, 35, Victoria st, Liverpool

GRIGG, EMMA, and RICHARD ARTHUR GRIGG, Botus Fleming, Cornwall, Widow Nov 11 at 3 10, Athenæum ter, Plymouth

HALLIDAY, RICHARD, Halifax, Mason Nov 9 at 11.30 Off Rec, Townhall chmbrs, Halifax

HALLIWELL, JAMES, Leeds, Journeyman Baker Nov 11 at 11 Off Rec, 22, Park row, Leeds

HILL, WILLIAM, Houghton, Staffs, Farmer Nov 19 at 10.30 Wright & Westhead, St Martin's pl, Stafford

HOPKINS, EVAN, Treharris, Glam, Greengrocer Nov 8 at 3 65, High st, Merthyr Tydfil

HUMPHREY, BENJAMIN, Helmdon, Northamptonshire, Butter Merchant Nov 8 at 12 Bankruptcy Office, 1, St Aldate's, Oxford

LEWIS, JOHN, Morecambe, Lancs, Commission Agent Nov 8 at 3.30 Off Rec, 14, Chapel st, Preston

LOCKE, WILLIAM JOHN, and WILLIAM DYMOND, Newport, Mon, House Furnishers Nov 8 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon

MARSHALL, REUBEN, Great Yarmouth, Fruiterer Nov 9 at 12 Off Rec, 8, King st, Norwich

MCBLAIN, WILLIAM, Byker, Newcastle on Tyne, Engineer Nov 14 at 10.30 Off Rec, Pink lane, Newcastle on Tyne

MEASOR, FREDERICK PAUL, King st, Twickenham, Commercial Traveller Nov 11 at 12 Bankruptcy bldgs, Carey st

MEDWAY, WALTER, Bridport, Dorset, Leather Cutter Nov 8 at 12.30 Off Rec, Salisbury

MEEK, FREDERICK, Great Tower st, Wine Merchant Nov 12 at 1 Bankruptcy bldgs, Carey st

MIDDLETON, JOHN BALDWIN, East Ham, Essex, Dock Clerk Nov 11 at 11 Bankruptcy bldgs, Carey st

PARKIN, JOHN ROBERT, Derby, Estate Agent Nov 8 at 2.30 Off Rec, 40, St Mary's gate, Derby

POWELL, ROGER WILLIAM, West Bromwich, Baker Nov 15 at 2 County Court, West Bromwich

RODNEY, JOHN BOWE, Workington, Stone Merchant Nov 11 at 12.30 County Court House, Whitehaven

SCARBOROUGH, JOE, Halifax, Coal Merchant Nov 9 at 12 Off Rec, Townhall chmbs, Halifax

SEYMOUR, PERCY BISHOP, and OSWALD CARBURN SEYMOUR, Wigmore st, Cavendish st, Licensed Victuallers Nov 8 at 11 Bankruptcy bldgs, Carey st

SMITH, HARRY, Horbury, Yorks, Drug Dealer Nov 8 at 11 Off Rec, 6, Bond ter, Wakefield

SOWDEN, JOHN, St Blazey, Cornwall, Grocer Nov 8 at 11.30 Off Rec, Boscawen st, Truro

TURLEY, WILLIAM HENRY, Oldbury, Worcestershire, Gent Nov 15 at 2.10 County Court, West Bromwich

TURNER, WILLIAM JOHN, Edgmond, Newport, Salop, Farmer Nov 19 at 11.15 Wright & Westhead's, St Martin's pl, Stafford

WHITAKER, ALFRED ERNEST, Maidenhead, Berks, Tailor Nov 8 at 12 95, Temple chmbrs, Temple avenue

WOOD, CLIFFORD, Burton on Trent, Grocer Nov 9 at 12.15 Midland Hotel, Station st, Burton on Trent

WOOLGAR, GEORGE, Southsea, Builder Nov 12 at 3 Cambridge Junction, High st, Portsmouth

WOOLLEY, ARTHUR HENRY, Torquay, Pork Butcher Nov 11 at 11 Off Rec, 13, Bedford circus, Exeter

ADJUDICATIONS.

BAINBRIDGE, ANTHONY, Shap, Westmrld, Labourer Carlisle Pet Oct 29 Ord Oct 29

BECKTON, ROBERT JOSEPH, Redcar, Yorks, Draughtsman Stockton on Tees Pet Oct 28 Ord Oct 29

BILLETT, SIMEON, Bristol, Outfitter Bristol Pet Oct 14 Ord Oct 30

BINNS, JOHN HARRISON, and FREDERICK WILLIAM BINNS, Bradford, Dyers Bradford Pet Oct 10 Ord Oct 28

BUCKLEY, JOHN CHARLES, Church, Lancs, Cotton Manufacturer Blackburn Pet Sept 27 Ord Oct 29

BUCKNALL, THOMAS PRICE, Portishead, Somersetshire, Grocer Bristol Pet Oct 28 Ord Oct 28

BRYANT, WILLIAM, Barry Dock, Glam, Wine Merchant Cardiff Pet Feb 6 Ord Mar 18

CATTERMOLE, JOHN, Saxtead, Suffolk, Shoemaker Ipswich Pet Oct 25 Ord Oct 25

CHAPMAN, THOMAS STEPHENSON, Newcastle on Tyne, Traveller Newcastle on Tyne Pet Oct 28 Ord Oct 28

CLEWS, THOMAS, Wolstanton, Staffs, Beerhouse Keeper Hanley Pet Oct 30 Ord Oct 30

CLINTON, Leigh Richmond, Willenhall, Staffs, Hairdresser Wolverhampton Pet Oct 28 Ord Oct 28

DANDO, ROBERT, Totterdown, Somerset, Haulier Bristol Pet Sept 18 Ord Oct 28

DAVIES, FREDERICK WILLIAM, and BRINDLEY VALENTINE DAVIES, Newport, Mon, Colliery Proprietor Neath Pet Sept 2 Ord Oct 28

DEVALL, JOHN, Scarborough, Yorks, Painter Scarborough Pet Oct 26 Ord Oct 26

EDMONDS, THOMAS, Elmley Lovett, Worcestershire, Farmer Kidderminster Pet Oct 26 Ord Oct 26

FANSHAW, ALEXANDER, jnr, Eckington, Derbyshire, Fruiterer Chesterfield Pet Oct 28 Ord Oct 28

GILKS, THOMAS, Wellingborough, Northamptonshire Fruiterer Northampton Pet Oct 28 Ord Oct 28

GOOLD, LOUISA, Colwyn Bay, Denbighshire, Widow Bangor Pet Oct 28 Ord Oct 29

GRIFFITHS, JOHN EDWIN, Cardiff, Grocer Cardiff Pet Oct Ord Oct 28

HALL, GEORGE WILLIAM, Boston, Lincs, Cycle Manufacturer Pet Oct 30 Ord Oct 30

HALLIDAY, RICHARD, Halifax, Mason Halifax Pet Oct 28 Ord Oct 28

HEMSLEY, WILLIAM, Armley, Leeds, Plumber Leeds Pet Oct 29 Ord Oct 29

HEWITT, SAMUEL, Bradford, Packing Case Maker Bradford Pet Oct 29 Ord Oct 29

HEYWOOD, PETER, Bagaley, Ches, Grocer Manchester Pet Oct 29 Ord Oct 29

HIGLEY, EDWARD, Cardington, Salop, Farmer Shrewsbury Pet Oct 14 Ord Oct 28

HILL, JOHN CLAUDIUS, Newcastle under Lyme, Butcher Hanley Pet Oct 1 Ord Oct 28

KIRBY, HAROLD, Bridlington Quay, Yorks, Confectioner Scarborough Pet Oct 26 Ord Oct 28

LEE, GEORGE HENRY, Doncaster, Provision Dealer Sheffield Pet Oct 30 Ord Oct 30

LEWIS, JOHN, Morecambe, Lancs, Commission Agent Preston Pet Oct 28 Ord Oct 28

LOCKE, WILLIAM JOHN, and WILLIAM ROBERT DYMOND, Newport, Mon, House Furnishers Newport, Mon Pet Oct 22 Ord Oct 28

LUBELSKI, ALEXANDER, Leeds, Dressmaker Leeds Pe Oct 26 Ord Oct 26

LYON, WOLFE SIMON, Fulham rd, Auctioneer High Court Pet Oct 12 Ord Oct 28

LYONS, AARON, Blaina, Mon, General Dealer Tredegar Pet Oct 29 Ord Oct 30

MEREDITH, WILLIAM METCALFE, West Hartlepool, Ironfounder Sunderland Pet July 23 Ord Oct 28

MURTON, JOHN, and JOSEPH MURTON, Gateshead, Painters Newcastle on Tyne Pet Oct 26 Ord Oct 29

NEEDHAM, CLEMENT, Totley Bents, Derbyshire, Farmer Sheffield Pet Oct 30 Ord Oct 30

NIELD, JAMES, Crewe, Butcher Nantwich Pet Oct 29 Ord Oct 29

OWEN, W H, Manchester, Toy Dealer Manchester Pet Oct 22 Ord Oct 28

PERROTT, LEWIS, Nantymoel, Glam, Outfitter Cardiff Pet Oct 29 Ord Oct 29

PERRY, HOWARD JOHN, Walsall, Grocer Walsall Pet Oct 26 Ord Oct 26

POLSON, WILLIAM, Blackburn, Carter Blackburn Pet Oct 28 Ord Oct 28

SALISBURY, JAMES PUGH, Newport, Salop, Stationer Stafford Pet Oct 29 Ord Oct 29

SANDERS, ROBERT, Southsea, Frame Maker Portsmouth Pet Oct 30 Ord Oct 30

SCARBOROUGH, JOE, Halifax, Coal Merchant Halifax Pet Oct 28 Ord Oct 28

SHARP, HENRY, Shrewsbury, Hosier Shrewsbury Pet Oct 21 Ord Oct 29

SIMPSON, JOHN PADGETT, Ripon, Yorks, Timber Merchants Northallerton Pet Oct 28 Ord Oct 28

SOWDEN, JOHN, St Blazey, Cornwall, Grocer Truro Pet Oct 28 Ord Oct 28

STADDON, ADY MAUDE, Kingswood, Bristol, Boot Manufacturer Bristol Pet Oct 9 Ord Oct 30

STEER, EBENEZER, Bristol, Commission Agent Bristol Pet Aug 28 Ord Oct 30

SUDDABY, ROBERT, Southwell, Notts, Builder Nottingham Pet Oct 29 Ord Oct 29

WALKER, HENRY, Darlington, Innkeeper Stockton on Tees Pet Oct 28 Ord Oct 29

WOOD, CLIFFORD, Burton on Trent, Grocer Burton on Trent Pet Oct 2 Ord Oct 28

London Gazette.—TUESDAY, Nov. 5.

RECEIVING ORDERS.

AUSTEN, ERNEST STREATON, and GEORGE TOWNSEND, Fleet st, Advertising Agents High Court Pet Oct 28 Ord Oct 31

BAGNALL, CORNELIUS, and JOHN BAGNALL, Oldbury, Worcestershire, Iron Forgers West Bromwich Pet Oct 10 Ord Oct 30

BAKER, JOHN, New Broad st, Solicitor High Court Pet Sept 18 Ord Oct 14

BARNARD, WILLIAM ROBERT, King's sq, Goswell rd, Packing Case Maker High Court Pet Nov 2 Ord Nov 2

BLACKWELL, ELIZABETH JOSEPHINE, Leeds, Milliner Leeds Pet Oct 31 Ord Oct 31

BLADES, GEORGE, Clee, Gt Grimsby, Gardener Great Grimsby Pet Oct 30 Ord Oct 30

BROWN, ANN ELEANOR, Selby, Yorks, Milliner York Pet Oct 30 Ord Oct 30

BULLEN, FRANK, Harrogate, Yorks York Pet Nov 2 Ord Nov 2

COHEN, B C, Fishergate, York, Tailor York Pet Oct 5 Ord Oct 31

DAVIS, ROSA, East st, Walworth, Wardrobe Dealer High Court Pet Oct 31 Ord Oct 31

FOLKETT, SAMUEL WILLIAM, Nottingham, Coal Merchant Nottingham Pet Nov 1 Ord Nov 1

GEDDES, WALTER, Hulme, Manchester, Warehouseman Manchester Pet Sept 4 Ord Oct 31

HAGG, FRANK, Southsea, Outfitter Portsmouth Pet Nov 1 Ord Nov 1

HARRIS, WALTER, Merthyr Tydfil, Sack Collector Merthyr Tydfil Pet Oct 21 Ord Nov 1

HARRIS, FELIX, Pontypridd, Wholesale Draper Pontypridd Pet Nov 1 Ord Nov 1

JOHNSON, WILLIAM, Leeds, Patato Merchant Leeds Pet Oct 30 Ord Oct 30
LANGWORTHY, MILDRED SABINE PALLISER, Folkestone Canterbury Pet Nov 2 Ord Nov 2
LEWIS, THOMAS, Brynmawr, Breconshire, Grocer Tredegar Pet Nov 1 Ord Nov 1
MEAD, THOMAS, St Alban's, Herts, Farmer St Albans Pet Oct 20 Ord Oct 30
MOSSFORD, SAMSON, Bunbury, Cheshire. Sexton Nantwich Pet Oct 30 Ord Oct 30
NORRIS, WILLIAM, Birmingham, Grocer Birmingham Pet Oct 29 Ord Oct 29
PAINE, ALFRED, Chiswick, Manufacturer Brentford Pet Sept 14 Ord Oct 31
PRIOR, THOMAS, Middlesborough Stockton on Tees Pet Oct 30 Ord Oct 30
PYBUS, GEORGE MORLEY, Chiswick Brentford Pet Sept 14 Ord Oct 31
RHODES, JOSEPH, Levenshulme, Lancs Manchester Pet Oct 12 Ord Oct 31
ROBINSON, ROBERT, Holme Cultram, Cumbrld, Farmer Carlisle Pet Oct 31 Ord Oct 31
SHARP, GEORGE, Sheffield, Licensed Victualler Sheffield Pet Oct 31 Ord Oct 31
SPALTON, FREDERICK PEARSON, Doncaster Sheffield Pet Nov 1 Ord Nov 1
SMITH, WALTER RAYNES, Hitherfield rd, Streatham, Electrical Engineer Wandsworth Pet Oct 3 Ord Oct 31
SMITH, WILLIAM SYMONS, Cheltenham, Solicitor Cheltenham Pet Oct 19 Ord Oct 31
STANFORD, SAMUEL EDWARD, Margate, Leather Warehouseman Canterbury Pet Oct 31 Ord Oct 31
SUTHERLAND, GEORGE ROSS, Withington, Licensed Victualler Stockport Pet Oct 28 Ord Oct 31
TANNER, GEORGE HENRY, Gloucester, General Dealer Gloucester Pet Oct 31 Ord Oct 31
TOWNSEND, HARRY, jun, GEORGE TOWNSEND, sen, and HENRY TOWNSEND, Hinckley, Leics, Boot Manufacturers Leicester Pet Nov 2 Ord Nov 2
WILKINSON, CAROLINE BERTHA, Lincoln, Ironmonger Lincoln Pet Oct 25 Ord Oct 31
YOUNG, FREDERICK ELLMER, Eastbourne, Brewer's Clerk Eastbourne Pet Sept 26 Ord Oct 31

The following amended notice is substituted for that published in the London Gazette of Aug. 9:—

WENDT, THEODORE, Barry Dock, Glam, Clothier Cardiff Pet Aug 2 Ord Aug 2

Amended Notice substituted for that published in the London Gazette of Nov 1st:—

BECKTON, ROBERT JOSEPH, Redcar, York, Draughtman Stockton on Tees Pet Oct 29 Ord Oct 29

FIRST MEETINGS.

BATCHELOR, FRANK ARTHUR, Hastings, Draper's Assistant Nov 15 at 2.30 Bankruptcy bldgs, Carey st
BLAKEY, LEVI, Armley, Leeds, Tailor Nov 13 at 12 Off Rec, 22, Park row, Leeds
BOWLEY, PERCY, Threadneedle st, E C, Insurance Clerk Nov 12 at 11 Bankruptcy bldgs, Carey st
BRADLEY, JAMES, Stockton on Tees, Formerly Butcher Nov 20 at 3 Off Rec, 8, Albert rd, Middlesborough
BUCKNALL, THOMAS PRICE, Totterdown, Bristol, Grocer Nov 13 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol
BURRIDGE, WILLIAM HENRY, Swansea, Journeyman Baker Nov 12 at 12 Off Rec, 31, Alexandra rd, Swansea
CAWDELL, WILLIAM, Luton, Bedfordshire, Stonemason Nov 13 at 12 Off Rec, St Paul's sq, Bedford
COHEN, BENJAMIN, York, Tailor Nov 15 at 12.30 Off Rec, 28, Stonegate, York
CRANE, JAMES, Nottingham, Law Student Nov 12 at 12 Off Rec, St Peter's Church walk, Nottingham
DALY, CAROLINE SOPHIA, South Kensington Nov 15 at 12 Bankruptcy bldgs, Carey st
GOLDSMID, ALFRED JOSEPH, Bath, Boot Dealer Nov 14 at 1 R H Moore, 9A, York st, Bath
GOOLD, LOUISA, Denbighshire Nov 14 at 10.30 Imperial Hotel, Colwyn Bay
GOODWIN, STEPHEN EDWARD, Birmingham, Baker Nov 15 at 11 23, Colmore row, Birmingham
GREETHAM, FREDERICK WILLIAM VINCENT, Aldershot, Lieutenant Nov 12 at 12 24, Railway app, London Bridge
HARRIES, WALTER, Merthyr Tydfil, Glam, Sack Collector Nov 13 at 12 65, High st, Merthyr Tydfil
HEWITT, SAMUEL, Bradford, Packing Case Maker Nov 13 at 11 Off Rec, 31, Manor row, Bradford
HETWOOD, PETER, Baguley, Ches, Grocer Nov 13 at 2.30 Ogden's chmbrs, Bridge st, Manchester
HUTCHINGS, CHARLES ARTHUR, Carter lane, E.C., Carrier Nov 12 at 11 Bankruptcy bldgs, Carey st
LITTLEWOOD, HENRY LEONARD, Ravensthorpe, Yorks, Journeyman Joiner Nov 12 at 3 Off Rec, Bank chmbrs, Batley
MOON, ARTHUR, Guiseley, Yorks, Cloth Manufacturer Nov 13 at 11 Off Rec, 22, Park row, Leeds
MUGGLETON, TOM HENRY, Leicester, Greengrocer Nov 12 at 12.30 Off Rec, 1, Berridge st, Leicester
NEAL, JOHN, Brighton, Licensed Victualler Nov 12 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
PALETHORPE, CHARLES, Moseley, Worcestershire, Provision Merchant Nov 14 at 11 23, Colmore row, Birmingham
POLSON, WILLIAM, Blackburn, Carter Nov 13 at 3.30 County Court house, Blackburn
PROCTOR, HENRY, Langho, Lancs, Farmer Nov 13 at 3 County Court house, Blackburn
PRITCHARD, THOMAS, Tynrallt, Newborough, Anglesey, Labourer Nov 14 at 1.45 Railway Hotel, Bangor
ROBINSON, THOMAS, ROBINSON, WILFRID, and WILLIAM HENRY ROBINSON, Bramley, Leeds, Boot Manufacturers Nov 14 at 11 Off Rec, 22, Park row, Leeds
ROBINSON, JOHN HARPER, Durham, Lead Mine Owner Nov 13 at 3 Off Rec, 8, Albert rd, Middlesborough
SMITH, WHITMORE, Walsall, Fish Salesman Nov 12 at 11.30 Off Rec, Walsall
WIDDOWS, FRANK ARTHUR, and JOHN HOWARD, Swansea and Liverpool, Colliery Proprietors Nov 19 at 2 Off Rec, 35, Victoria st, Liverpool
WORMINGTON, SAMPSON, Redditch, Farmer Nov 13 at 11 23, Colmore row, Birmingham
ZELLER, WILLIAM, Darlington, Butcher Nov 13 at 3 Off Rec, 8, Albert rd, Middlesborough

ADJUDICATIONS.

ARDLEY, OSBORNE LESTER, Oxford st, Boot Manufacturer High Court Pet Aug 20 Ord Oct 30
BLACKWELL, ELIZABETH JOSEPHINE, Leeds, Milliner Leeds Pet Oct 31 Ord Oct 31
BLADES, GEORGE, Weelsby, Gt Grinsby, Gardener Great Grimsby Pet Oct 30 Ord Oct 30
BROCKHURST, WILLIAM, Ulcomb, Kent, Grocer Maidstone Pet Oct 28 Ord Oct 30
BROWN, ANN ELEANOR, Selby, Yorks, Milliner York Pet Oct 30 Ord Oct 30
BULLEN, FRANK, Harrogate, Yorks York Pet Nov 2 Ord Nov 2
DAVIES, DAVID, Gt St Helen's, Stockbroker High Court Pet Aug 15 Ord Oct 29
DAVIS, ROSA, Walworth, Wardrobe Dealer High Court Pet Oct 31 Ord Oct 31
DOLBEN, ARTHUR, Caerphilly, Glam, Wine Merchant Cardiff Pet Aug 21 Ord Oct 29
GOUNON, CAROLINE PAULINE EUGENIE, Wigmore st, Dressmaker High Court Pet Oct 8 Ord Nov 2
GRANT, LEWIS ALEXANDER, Bootle, Lancs, Timber Merchant Liverpool Pet Oct 29 Ord Oct 31
GREENFIELD, ARTHUR, Worthing, Grocer Brighton Pet Oct 4 Ord Oct 31
HADLEY, FREDERICK, Nechells, Birmingham, Boot Dealer Birmingham Pet Aug 30 Ord Nov 1
HARRIES, WALTER, Merthyr Tydfil, Sack Collector Merthyr Tydfil Pet Oct 31 Ord Nov 1
HARRIS, FELIX, Pontypridd, Wholesale Draper Pontypridd Pet Nov 1 Ord Nov 1
HEAD, GEORGE, Mayfield, Sussex, Farmer Tunbridge Wells Pet Oct 25 Ord Nov 2
JOHNSTON, DAVID BLACK, Cardiff, Commercial Traveller Cardiff Pet Aug 29 Ord Oct 29
JOHNSON, WILLIAM, Leeds, Potato Merchant Leeds Pet Oct 30 Ord Oct 30
LEWIS, THOMAS, Brynmawr, Breconshire, Grocer Tredegar Pet Oct 31 Ord Nov 1
MEAT, THOMAS, St Albans, Farmer St Albans Pet Oct 30 Ord Oct 30
MOSSFORD, SAMSON, Bunbury, Cheshire, Sexton Nantwich Pet Oct 30 Ord Oct 30
PRIOR, THOMAS, Middlesborough Stockton on Tees Pet Oct 30 Ord Oct 30
ROBINSON, ROBERT, Holme Cultram, Cumbrld, Farmer Carlisle Pet Oct 31 Ord Nov 2
SHARP, GEORGE, Sheffield, Licensed Victualler Sheffield Pet Oct 31 Ord Oct 31
SPALTON, FREDERICK, PEARSON, Doncaster Sheffield Pet Oct 31 Ord Nov 1
STANFORD, SAMUEL EDWARD, Margate, Boot Warehouseman Canterbury Pet Oct 30 Ord Oct 31
SUTHERLAND, GEORGE ROSS, Withington, Lancs, Licensed Victualler Stockport Pet Oct 28 Ord Oct 31
TANNER, GEORGE HENRY, Gloucester, General Dealer Gloucester Pet Oct 31 Ord Oct 31
TORRES, ANTONIO, and WILLIAM TORRES, Cardiff Seaman's Outfitters Cardiff Pet Oct 29 Ord Oct 30
TOWNSEND, HARRY, jnr, GEORGE TOWNSEND, Snr, and HENRY TOWNSEND, Snr, Hinckley, Leicestershire, Boot Manufacturers Leicester Pet Nov 1 Ord Nov 2
WILSON, JOSEPH, Folkestone, Florist Canterbury Pet Aug 30 Ord Oct 30

SALES OF ENSUING WEEK.

Nov. 12.—Messrs. E. & H. LUMLEY, at the Mart, at 2, the Island of Skye, Scotland, 46,000 acres, being the Inverness-shire Estates of the late George Alexander Baird, Esq.; the Family Residence, 32, Eccleston-square, Belgravia; and also the Family Residence, 7, Harley-street, Cavendish-square (see advertisement last week, p. 24.)

Nov. 14.—Messrs. C. C. & T. MOORE, at the Mart, at 2, Freehold Ground-Rents at Tottenham, Edmonton, and Mile End. Freehold Building Land at Edmonton and Tottenham, and Leasehold Properties at Poplar, Bow, Dalston, and Tottenham (see advertisement, p. 42).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

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